

## **AGREEMENT AND CONTRACT**

By and Between Members

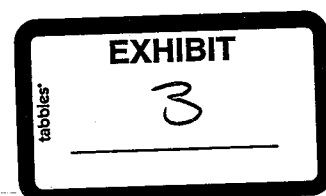
**Mechanical Contractors Association  
of Eastern Missouri, Inc.,  
Plumbing Industry Council**

**And**

**Plumbers and Pipefitters Association,  
Local Union No.562**

of the  
**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE  
PLUMBING AND PIPEFITTING INDUSTRY  
OF THE  
UNITED STATES AND CANADA**

Effective \_\_\_\_\_



**AGREEMENT AND CONTRACT**

By and Between

**Members Mechanical Contractors Association  
of Eastern Missouri, Inc.,  
Plumbing Industry Council  
And**

---

**And**

**Plumbers and Pipefitters Association,  
Local Union No.562**

**of the**

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES  
AND CANADA**

Effective \_\_\_\_\_, \_\_\_\_\_, 2010

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1 **COLLECTIVE BARGAINING AGREEMENT**

2  
3 This collective bargaining agreement made and entered into effective as of the first day of  
4 July 2010, by and between the MECHANICAL CONTRACTORS ASSOCIATION OF  
5 EASTERN MISSOURI, INC., and THE PLUMBING INDUSTRY COUNCIL, hereinafter  
6 referred to for purposes of convenience as "the Employers" or as "the Associations," and  
7 LOCAL UNION NO. 562, AFFILIATED WITH THE UNITED ASSOCIATION OF  
8 JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY  
9 OF THE UNITED STATES AND CANADA, AFL-CIO, hereinafter referred to as "the Union."

10  
11  
12 This Agreement is made and entered into by the aforesaid Associations of Employers and is  
13 applicable to both those Employers who are members of said Associations and who have  
14 assigned their collective bargaining rights to said Associations and other Employers who are  
15 not Association members or who are members and have not assigned the collective  
16 bargaining rights to said Associations, but who, nevertheless, execute this Agreement. In the  
17 case of Employers who are not members or have not assigned their bargaining rights to the  
18 Associations, this agreement shall be effective as to them on the date they execute this  
19 agreement.

20  
21 This Agreement has been negotiated, agreed to and executed by the Union with the distinct  
22 understanding and agreement that the Union shall neither be obligated to extend the terms  
23 and conditions hereto to any member of the Association(s) with whom the Union is unwilling  
24 to contract, nor to maintain a collective bargaining relationship with an Employer with whom it  
25 is unwilling to contract.

26 It is understood and agreed that said Associations shall in no event be bound as principal or  
27 be liable as negotiating agent(s) or as principal(s) in any manner for any breach of this  
28 Agreement by any of the parties hereto.

29 It is further understood and agreed that the liability of the Employers who accept, adopt and  
30 execute this Agreement or any facsimile thereof, shall be several, and not joint.

31 The purpose and intent of this Agreement which is entered into by and between the parties  
32 named above is to:

- 33 (a) Establish and set forth conditions governing employment wage scale, craftsmanship  
34 qualifications and working conditions of Journeymen Pipefitters, Plumbers and Apprentices.  
35 (b) Encourage closer cooperation and better understanding between employer and  
36 employee members of these particular craft(s) to the end that a satisfactory,  
37 continuous and harmonious labor relationship will exist.

38  
39 Wherever in this Agreement the words "He or His," or their related pronouns may appear,  
40 either as words or parts of words, they are used in their generic sense, inclusive of both male  
41 and female sexes.

ARTICLE 1. RECOGNITION

Section 1. Based upon the Union's demand for recognition as the majority representative of the Employer's employees under Section 9(a) of the National Labor Relations Act and its contemporaneous offer to show proof of its majority status in the form of signed authorization cards in sufficient number to show that the Union is authorized to represent a majority of the Employer's employees in an appropriate unit of all journeyman plumbers and pipefitters, apprentices, pre-apprentices, and working foremen, the Employer recognizes the Union as the sole and exclusive bargaining representative of the employees in the bargaining unit within the meaning of Section 9(a) of the National Labor Relations Act.

Section 2. It is understood and agreed that the Employer(s) will make no lesser contract or agreement with the employees within the bargaining unit described in Section 1 of this Article in regard to their wages, hours of work, and terms and conditions of employment, whether or not such other contract or agreement be written or oral and whether or not such other contract or agreement be consistent or inconsistent with the terms of this Collective Bargaining Agreement.

Section 3. Benefits of Differentials

It is understood and agreed that should the Union enter into an Agreement with any Employer engaged in the same business activities as the Employer herein, in the same area, providing for lower wages, different hours of work, different working conditions or different provisions than are contained in this Agreement, then in such event, the employer herein shall have the right to such benefits and put into effect under this agreement such different wages, hours, working conditions or different provisions than are contained in this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

Section 1. The wages, hours of work, and terms and conditions of employment set forth in this Collective Bargaining Agreement shall apply on all construction, repair, housing, service or remodeling work undertaken by the Employer within the recognized jurisdiction of the Union.

Any Employer who is a party to this Agreement and performing plumbing work, as defined in Appendix P, shall be bound by the additional terms and conditions set forth in Appendix P of this Agreement, which is attached hereto and made a part hereof.

Section 2. Before any job contract is signed, the Employer will work to include in his contract and specifications all phases of the piping and plumbing industry which fall within the recognized jurisdiction of the Union. Further, the Employer, at the request of the Union, shall have a pre-bid conference with the Union to clarify any questionable section of the specifications or plans. The Employer, on all job sites within the territorial jurisdiction of the Union, shall at times conform to and comply with all mechanical codes, plumbing laws, and health regulations governing mechanical installations, plumbing, and plumbing installations; provided, however, that with reference to job sites located within the territorial jurisdiction of the Union, but in areas where no ordinances, laws or regulations exist, the Employer shall



make such installations and do such mechanical, and plumbing work in conformity with local practices and/or job specifications and layouts. All work on any mechanical or plumbing installations or other work falling within the general scope of the term "plumbing and residential heating and air conditioning" and all work of any nature which has heretofore been granted to or recognized to be the work of journeymen pipefitters or plumbers by virtue of any award, decision, tradition, practice, agreement, or contract with any employer or with any other Local Union and any other International Union, shall be done and carried on by qualified, licensed journeymen pipefitters or plumbers, and or employees covered by this agreement exclusively, who shall also comply with the licensing and registration requirements, if any, of the locality in which they are engaged in mechanical or plumbing work.

Section 3. The terms of this Agreement shall be binding within the following geographical limits, being the City of St. Louis and the Missouri Counties of: Adair, Audrain, Bollinger, Boone, Butler, Callaway, Cape Girardeau, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Franklin, Gasconade, Grundy, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Livingston, Macon, Madison, Maries, Marion, Mercer, Miller, Mississippi, Moniteau, Monroe, Montgomery, New Madrid, Oregon, Osage, Pemiscott, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, Ste. Genevieve, St. Louis, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Sullivan, Texas, Warren, Washington, Wayne, and all other territory that may be allotted from time to time by the United Association.

#### Section 4. Outstate Work

The terms of this Agreement shall be binding on the plumbing, as well as the pipefitting work, within the following geographical limits, of the Missouri counties of: Adair, Audrain, Bollinger, Boone, Butler, Callaway, Cape Girardeau, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Gasconade, Grundy, Howell, Howard, Iron, Knox, Lewis, Lincoln, Linn, Livingston, Macon, Madison, Maries, Marion, Mercer, Miller, Mississippi, Moniteau, Monroe, Montgomery, New Madrid, Oregon, Osage, Pemiscott, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Francois, Ste. Genevieve, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Sullivan, Texas, Warren, Wayne, Washington, and all other territory that may be allotted from time to time by the United Association.

### ARTICLE 3. MANNER OF EMPLOYMENT

Section 1. The parties recognize that the Union's knowledge and experience with the industry here involved, together with the sources of competent manpower available to it, can be of assistance to the Employer in recruiting needed journeymen employees. For this reason, it is the mutual desire of the parties to establish a non-exclusive referral system where under the Union shall be given an opportunity to recommend journeymen job

132 applicants as they are needed by the Employer(s), and thus be able to compete with other  
133 sources in the placement of journeymen employees.

134  
135 Section 2. It is therefore understood and agreed that the Employer(s) shall, before hiring any  
136 employees to perform work covered by this Agreement, notify the Union whenever  
137 employees performing work under this Collective Bargaining Agreement, including but not  
138 limited to, journeymen, apprentices, pre-apprentices, or metal-trades employees are to be  
139 hired and shall afford the Union an opportunity to recommend applicants for such positions.  
140 The Employer(s) further agrees to give such applicants due consideration consistent with the  
141 provisions of the National Labor Relations Act, as amended. In addition, no employer shall  
142 hire any individual as a new hire, including but not limited to: metal tradesmen, pre-  
143 apprentices, apprentices, journeymen, or foremen without prior approval of the Business  
144 Manager.

145  
146 Section 3. The notification of needed journeymen employees shall specify the name of the  
147 contractor and location of the job in question, the probable duration of the job, the class or  
148 classes of employees to be hired, the number of employees required in each class, the  
149 probable length of employment of those in each class, and the experience and qualifications  
150 desired of employees.

151  
152 Section 4. The Employer(s) retains the right to reject any job applicants referred by the  
153 Union. Furthermore, when either a journeyman or special trainee job applicant is referred and  
154 the person or persons referred have not previously worked for a Contractor-Member of the  
155 Mechanical Contractors Association of Eastern Missouri, Inc., or the Plumbing Industry  
156 Council, the Employer(s), as a part of his determination to employ or refuse to employ, shall  
157 be free to question, examine and test the job applicant. The right to question, examine and  
158 test shall be considered as part of the application for employment. Job applicants shall not be  
159 entitled to compensation for the time required. However, the right to question, examine and  
160 test shall not exceed a reasonable period of time without compensation. The Employer(s)  
161 shall not be required to question, examine and test if he does not desire to do so.

162  
163  
164 Section 5. The number of men to be employed is at the discretion of the Employer(s).

165  
166 Section 6. The Union shall refer only persons who are available for employment.

167  
168 Section 7. The Employer(s) reserves the right of management at all times and may select, in  
169 the case of reduction, replacement or transfer of any of his working force, those workmen it  
170 desires to retain.

171  
172 When an Employer(s) reduces his workforce, all employees that are terminated shall receive  
173 a "Termination Slip" conforming in general to the one shown in the "United Association  
174 Standard Form of Agreement" book as prepared by: the United Association, the PHCC-NA  
175 and the MCAA. As well as the copy given to the employee, a copy is to be sent to the local



Union office, the MCA of Eastern Missouri, Inc. office, or the Plumbing Industry Council office, and one kept by the Employer(s).

Section 8. The Union agrees to recommend the most competent available workmen to the Employer(s) on request, provided, however, that the Employer(s) shall have the right to determine the competency and qualifications of its employees. The Employer(s) shall not discriminate against any person by reason of his membership in the Union or his participation in its lawful activities. It is mutually agreed by the parties of these Articles of Agreement that there shall be no discrimination against any employee or applicant who is covered by these Articles of Agreement because of race, religion, sex, age, national origin, status as a veteran, or against any qualified employee or applicant with a disability because of his/her disability.

#### Section 9. Substance Abuse and Alcohol Policy

It is hereby agreed between the Mechanical Contractors Association of Eastern Missouri Inc., the Plumbing Industry Council, and Plumbers & Pipefitters Local Union No. 562 that they hereby institute a Unified Substance Abuse and Alcohol Policy and Program, dated January 1, 2000, or any subsequent agreed-upon program revisions, which will, and does by this agreement, bind each and every signatory contractor (whether by membership in the Mechanical Contractors Association of Eastern Missouri, Inc., the Plumbing Industry Council or by individual contract with Plumbers & Pipefitters Local Union No. 562) to participate in the same from this day forward.

Funding for the above referenced Substance Abuse and Alcohol Abuse Policy and Procedures will be provided from the Safety Fund of the MCA of Eastern Missouri Inc. as stated in Article 17 A, Section 3, and the Substance Abuse/Safety Fund of the Plumbing Industry Council as stated in Article 17B, Section 3; Plumbing Industry Fund.

Substance Abuse Testing Oversight Committee: The Plumbing Industry Council, Mechanical Contractors Association of Eastern Missouri and the Union hereby agree to create a Substance Abuse Testing Oversight Committee. The Committee shall consist of equal representation from each party to this Agreement. The Committee shall have initial responsibility of reviewing and recommending changes to substance abuse testing program to the parties of this Agreement. The Committee shall also have the responsibility of monitoring the costs of the substance abuse testing program and data collection portion of the program and have oversight over all other aspects of the program. This Committee shall have the authority to recommend ongoing changes as needed to the parties to this Agreement, where such recommendations are agreed to by all members of the Oversight Committee.

Section 10. It shall be the objective of the Employer to hire qualified journeymen who have served as apprentices and/or worked at the trade for a minimum of five (5) years or more in learning and assisting in the trade of installing, repairing and service work. However, this objective shall not be sought, in ways contrary to the provisions of applicable statutory or common law.

Section 11. It is agreed that no apprentices shall be hired, except upon referral to the Employer(s) by the Joint Apprenticeship Training Committee or its authorized representatives. It is understood, however, that this exclusive means for the employment of apprentices shall be subject to the following objective standards:

- (a) Selection of Applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements.
- (b) The Employer(s) retains the right to reject any job applicant referred by the Joint Apprenticeship Training Committee.
- (c) All applicable provisions of law that relates to apprentices, shall be controlling. Only those individuals who are registered as apprentices with the Department of Labor under registration numbers MO 003450001 or MO 003450002 shall be issued Apprentice Pipefitter or Apprentice Plumber licenses in St. Louis City or St. Louis County or any other municipality within the jurisdiction of Local Union No. 562 by either the signatory Contractors or the Union. After consultation with the Business Manager, there may be exceptions to this rule to accommodate travelers working within this jurisdiction. Apprentices shall be paid a progressively increasing scale of wages based on the following percentages of applicable journeymen wage rates:

First Year 45%  
Second Year 55%  
Third Year 65%  
Fourth Year 75%  
Fifth Year 85%

- (d) Apprentices shall be paid by their employing contractor(s) for their hours of instruction in school during normal working hours. If for any reason during a work week an apprentice fails to show up for a scheduled day's work on the job, he shall not be paid for the related school time during that week unless in the Employer's sole discretion such apprentice has a bona fide excuse for his absence.
- (e) The apprenticeship training shall be a five (5) year program. A minimum of fifty (50) apprentices will be taken in each year with a minimum of 1/3 to be trained in plumbing. An additional fifteen (15) apprentices assigned exclusively to service work will be taken in each year if they can be employed by employers engaged in service work. To achieve the above, a pre-apprentice program shall be maintained with training through the Joint Apprenticeship Training Committee. After the completion of the above referenced program, a test will be administered. Upon passing of this test, the pre-apprentice will be eligible to commence his apprenticeship training.

- (f) In order to achieve a qualified pool of Journeymen, all Pre-apprentices accepted into the program after January 1, 1996, will, in addition to apprentice training, be required to take on their own time, a minimum mandatory training of twenty (20) hours per year as agreed upon by the appropriate committee.
- (g) When determined by the Joint Apprentice Training Committee of the Trust Fund that conditions will not support the above minimum number of apprentices and pre-apprentices, the total number of apprentices and pre-apprentices may be reduced on a year to year basis.
- (h) During the third (3) year of apprenticeship, provided that a journeyman plumber or pipefitter is employed at the same time in the Employer's shop, and where they can work safely and effectively complete assigned tasks, an apprentice may work alone on repair, service, and residential construction work. During the fourth (4) and fifth (5) year of apprenticeship, provided that a journeyman plumber or pipefitter is employed at the same time in the Employer's shop and where they can safely and effectively complete assigned tasks, an apprentice may work alone.

(i) Apprentice Training Program

Effective June 1, 2012, the current schedule for day-time apprentice training which requires apprentices to attend classes during the day for 8 hours every other week will be modified, so that beginning September of 2012, all apprentices, including service apprentices, will attend apprentice training Monday through Friday in 40 hour, week-long blocks, referred to as "block training". It is the current intention of the parties that 1<sup>st</sup> and 2<sup>nd</sup> year apprentices will attend five (5) one week sessions for a total of 200 hours each year, 3<sup>rd</sup> year apprentices will attend four (4) one week sessions for a total of 160 hours, 4<sup>th</sup> year apprentices will attend three (3) one week sessions for a total of 120 hours, and 5<sup>th</sup> year apprentices shall attend one (1) 40 hour session. This schedule may be adjusted upon recommendation of the Joint Apprentice Training Committee and approval of the Labor-Management Committees.

Effective in September 2012, apprentice wages and fringe benefits will be paid by the Health and Educational Fund for time spent in daytime training during the workweek.

Effective July 1, 2012, each signatory contractor shall contribute to the Health and Educational Fund an additional 35 cents per man hour for each and every hour worked by all employees covered by this Agreement. The contribution shall be set aside for the purpose of funding wages, fringe benefits, taxes, insurance and associated payroll costs for compensation of apprentices attending training during normal working hours. This contribution rate shall be reviewed annually by the JATC and the Trustees of the Health and Educational Fund and, if necessary, shall be adjusted by the Trustees to insure that funds are available to adequately cover the cost of this compensation for apprentices.

Prior to the implementation of this contribution, the Union, the Associations, and the Fund Trustees shall establish the necessary rules, accounts, funds and protocols to assure that these contributions are segregated for the purposes of payment to the apprentice when in school. If such measures are not complete by July 1, 2012, this contribution shall be postponed until such time as they are complete and in place.

(j) Pre-apprentices: In areas where journeyman licensing is in effect, the pre-apprentices will be limited to those work activities not specifically licensed. Examples of such work activities would be: material handling and distribution, uncrating, cleaning, caulking, grouting, cutting and installing backing, assisting in pipe or hanger installation with a licensed journeyman, seismic bracing and other similar actions. In areas lacking journeyman licensing, a pre-apprentice will only be limited by his/her skill in work activities. Welding, brazing and other similar skilled pipe joining processes will be limited to journeymen or apprentices, unless arrangements have been made in advance with the Business Manager or his Agent. This program does not restrict the pre-apprentice from making commercial welds or welds, not requiring United Association and/or NCPWB certification.

Employer(s) must be mindful that journeyman licensing has resulted in our mutual maintenance of a strong "Union" marketplace. Violations of these regulations by utilizing non-licensed personnel can result in negative industry impacts. Therefore, all parties to this Agreement realize that the use of pre-apprentices in a manner contradictory to the intent of the governing licensing regulations may result in the loss of the right to employ pre-apprentices; further, all pre-apprentices will be dispatched by the Union. Pre-apprentices will be evaluated by the JATC for progress and possible advancement to apprentice status.

Section 12. The Union agrees to cooperate with the Associations in a truly joint apprenticeship program as set out in the contract and joint apprenticeship standards.

Section 13. The Union and the Associations jointly recognize that the training of foremen is essential and desirable and in their mutual best interest. Therefore, the Union and the Associations agree to cooperate in establishing regular courses of Foreman Training, to be conducted during evenings, Saturdays or other convenient non-working times. The Union agrees to encourage employees, to be selected by Employer(s) and the Union to attend and actively participate in Foreman Training Programs conducted by the Industry Benefit Fund during off-hours and on employees' own time.

Section 14. The training incentive will be paid out to the plumber or pipefitter in the following



manner:

1. A plumber or pipefitter who successfully completes additional training, (excluding PEU courses) will receive his/her straight-time hourly rate of pay (excluding fringes) for each hour in class attendance up to a maximum of \$250.00 per calendar year.

2. Welders who are certified by the NCPWB will receive a one-time only \$250.00 welder incentive. Additionally, when a welder becomes re-certified, he/she will receive an additional four (4) hours straight-time hourly pay (excluding fringes) for each procedure.

3. The Joint Labor Management Committees will be the committees to which any and all questions on the above shall be referenced and by whom any rules are promulgated. Plumbers and Pipefitters Local Union No. 562, the Mechanical Contractors Association of Eastern Missouri Inc., and the Plumbing Industry Council will have all appropriate data necessary to verify any information used for all training purposes referenced in items 1 and 2 above.

Section 15. At a minimum, each Employee will be required to have 12 Professional Education Units (24 hours) over a 3 year period of upgraded journeyman training. There may be a carryover of a maximum of 4 PEU's in excess of the required amount of PEU's to the next license cycle as proposed in any present or future Code(s). The JATC shall develop and maintain a continuing education program to promote the continued development of the workforce and to provide opportunities to meet the requirements of local regulations and ordinances. The JATC and the Business Manager may provide incentives to journeymen completing such education, provided it is not mandatory, or is used to meet the requirements of local regulations and ordinances.

Section 16: An Employer may provide for training of journeymen during working hours. Journeymen shall be paid while in training. The Employer(s) and the Union agree that the cost of such training shall be borne by the Employer(s). The Union agrees that in each year of this contract 20% of the Employer's journeymen, not to exceed 10, sent for training by the Employer(s), will have 50% of their wages, excluding fringes, paid to them by the Union up to a maximum of 40 hours per journeymen a year. The Union will pay the employees directly. In those situations in which the Union is responsible for a portion of the wages, the Employer(s) shall obtain the prior approval of the Business Manager on any training. Any training provided for under this Section shall be for a minimum of eight (8) hours in a day.

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#### ARTICLE 4. UNION EMPLOYMENT SECURITIES

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer(s) in the bargaining unit described in Section 1 of Article 1 shall become members of the Union not

later than the thirtieth (30) day following the beginning of their employment or the execution date of this Agreement, whichever is the latter; that the continued employment by the Employer(s) in said bargaining unit of persons who are already members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues and assessments of the Union; and that the continued employment of persons who were in the employ of the Employer(s) prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirtieth day (30) following the execution date of this Agreement.

The failure of any person to become a member of the Union at such required times shall obligate the Employer(s), upon written notice from the Union to such effect and to the further effect that union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such person.

## Section 2. Check-Off

It is understood and agreed that the Employer(s) will deduct any back unpaid dues and assessments owed the Union (provided such indebtedness was incurred during employment with the Company under a valid union-security clause), as well as the Union initiation fees and current dues and assessments, from the pay check of all employees who are covered by this Agreement and who have signed written legal assignments (sometimes known as a "check-off card"). The check-off card shall be irrevocable for a period of one ( 1) year from the date of execution thereof, or until the expiration date of this Agreement, whichever occurs sooner. However, such assignments shall automatically renew themselves for successive yearly or contract periods, whichever is the lesser, unless the employee so executing the same shall give written notice to the Union and to the Employer(s). Prior to the expiration of such applicable yearly or contract period of his desire to revoke the same in which event the revocation shall be effective as of the last day of the applicable yearly or contract period. The monies so deducted under such assignments shall be from each weekly pay-check. The Employer(s) further agrees to remit to the Union, monthly all money so deducted from the pay checks of employees covered by this Agreement.

The Union shall inform the Employer(s) as necessary from time to time of the amounts of money to be checked off for (a) initiation fees, (b) monthly periodic dues, and (c) periodic assessments.

The remittances of the Employer(s) to the Union shall be accompanied with a statement or list showing: (a) the full name of each employee subject to check-off, (b) his social security number, (c) the date of his last employment, (d) his job classification, (e) the amount of money checked-off, and (f) whether the check-off covers initiation fee, dues, assessments, or a combination thereof.

The Union shall furnish to the Employer(s) and/or affected employees the form of check-off



authorization<sup>2</sup> and assignment referred to in Section 2 of this Article.

Section 3. UAPEC Contributions & Related Check-Off

Each Employer(s) agrees to deduct the sum of ten cents (\$0.10) per hour (or such other uniform amount upon notice from the Local Union No. 562 and authorization in writing from individual employees) for each hour worked from the wages of those employees who authorize the deduction of this amount as a political action contribution, by signing a check-off authorization card specifically designating such. This amount shall be transmitted to the Local Union No. 562 on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. These contributions are voluntary in nature and will be transmitted by Local Union No. 562 to the *UA Political Education Committee (UAPEC)*. The Union agrees that it will indemnify and hold harmless the Employer(s) from any and all claims, suits, grievances, charges or cause of action, or offense as regards the creation, deduction and administration of the dues check-off and political action check-off established by this Agreement and such indemnity and agreement to hold harmless shall include the payment of costs and attorney's fees on behalf of the beneficiaries of such indemnity.

Section 4. Further failure of any person to maintain his membership in good standing as required herein shall, upon written notice to the Employer(s) by the Union to such effect, obligate the Employer(s) to discharge such person.

Section 5. Provided, however, no person shall be discharged until given notice of his obligations hereunder and given at least five (5) working days to comply with the provisions hereof. Such notice may be either oral or written.

Section 6. Picket Lines

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of any union party to this Agreement, and including primary picket lines at the Employer's places of business.

Section 7. Struck Goods

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer(s) undertakes to perform as an ally of an Employer(s) of person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer(s) or person on strike.

Section 8. If the owner advises the Employer(s) of a legitimate plant closing, this shall not be considered a lockout. There shall be no arbitrary closing of jobs by construction management

or contractor's representatives.

Section 9. The Union will man on a 50/50 basis when there is unemployment for scheduled overtime.

#### ARTICLE 5. SCOPE OF WORK

Section 1. It shall always be the objective of the mechanical and plumbing contractors and their representatives to include in their Scope of Work all work that has traditionally been done by the United Association (UA) and Local Union No. 562. The MCA of Eastern Missouri Inc., Plumbing Industry Council and Local Union No. 562 also jointly recognize that the performance of "grey area" work, such as demolition work, serves an important role in the overall protection of the traditional work done by the MCA of Eastern Missouri Inc. and Plumbing Industry Council. Therefore, such work shall be pursued by the signatory parties and manned by UA personnel. Moreover, all parties similarly acknowledge that it is their mutual obligation to pursue work into the appropriate new emerging technologies including but not limited to, geo-thermal, solar, building automation, "grey water reclamation" and other "green energy" areas. The spirit and intent of this language is to affirm that the mechanical and plumbing contractors and Local Union No. 562 jointly recognize that the obtaining, protection, and performance of all such work by those signatory to this agreement is in their own mutual, long-term self interest and is the responsibility and duty not only of the Union, but of all signatory contractors and their representatives.

Section 2. All work performed by the pipefitter and/or plumber can, at the Employer's option, be either shop fabricated or field fabricated. Piping less than two and one-half (2-1/2) inches in diameter must be field or shop fabricated within the geographical jurisdiction of the Union by employees who are covered by this Agreement.

Section 3. The Employer(s) agrees that work directly connected with the fabrication of pipe bends, including the operation of bending machines, welded pipe assemblies and/or pipe formations, regardless of type of material or method of joining, shall be performed by Building Trades Journeymen or Apprentices at the respective regular and accepted Building Trades Journeymen or Apprentice wage rate in effect in the area where the pipe fabrication shop is located.

Section 4. It shall be the objective of the mechanical and plumbing contractors to at all times maintain market share including any necessary dismantling of UA installed items whenever possible including the isolation, drainage, recovery or collection of refrigerant or other media if required, cutting and capping of piping or mechanical equipment prior to any demolition. In a situation where specific items, traditionally installed by employees covered by this Agreement are to be removed and others remain such as "selective demo", then UA personnel shall cut, cap and make safe existing UA work and then dismantle and lower to the

ground for removal. If such items are to be reused for any reason, their movement and relocation shall be done by UA personnel. If they are to be scrapped, UA personnel should continue to be the first and preferred choice to perform such work if at all possible. If this is not possible, and after communication with Local Union No. 562, items to be scrapped may be removed by other trades after they are made safe by UA personnel. With proper supervision of foremen and/or journeymen, apprentices and pre-apprentices may be employed for such work.

Section 5. The parties recognize and agree that the work of bargaining unit employees relating to new installation, reconditioning, or remodeling of plumbing, heating, air conditioning, power house process, refrigeration, temperature control, industrial control, and like systems, includes all phases of the work such as testing, charging, start up, calibrating, balancing, putting into operation, etc., up to the point of acceptance for final use. Therefore, it is agreed that none but bargaining unit employees shall be assigned or permitted to do, or perform any of such work, including, but not limited to charging, testing out, balancing, calibrating, starting up, and putting in shape for final use with all parts and systems fully installed. Further, it is agreed that no non-signatory sub-contractor or outside person, firm or corporation shall be engaged to do or perform any of such work.

Any other provisions of this Agreement notwithstanding, the Contractor shall not subcontract or sublet sewer cleaning within the jurisdiction of the Union without prior consultation of the Union, but such consultation shall not be construed to prohibit the subcontracting of such work where the Contractor, in his judgment, does not have the available manpower, proper equipment, capacity, or ability to perform on an efficient or economical basis. It is agreed that such work will not be performed at wage rates, terms, and conditions less than provided for in the Sewer Cleaning Agreement.

Section 6. It is further understood and agreed that the work of bargaining unit employees shall also include the descriptions in this section and in Sections 6 through 12. Heat tracing of every description whether the heat producing equipment, apparatus, lines, tubes, pipes, cables, tapes or materials are energized by steam, hot water, thermal conduction or convection, or by any other mode or method.

Section 7. The receiving, handling, unloading, storing, rigging, erection and setting of all tanks, bins, silos, boxes, hoppers, or whatever the terminology may be by whatever means necessary to accomplish the desired results.

Section 8. The fabrication and erection of all pipe work for all mechanical, residential, commercial, manufacturing, industrial and mining purposes, and for the transmission of such commodities whether they be termed wet or dry as pass through piping, chuteing, spouting, launderers, ducting, etc., from one point to another whether by pressure, vacuum or gravity in manufacturing, commercial, industrial, mining, etc., installations when such commodities are, or become part, of the product of such installations.

572

573 Section 9. The receiving, handling, rigging, unloading, storing, assembling and erecting of all  
574 product recovery systems, materials, equipment, fans, blowers, pumps, tanks, bins, hoppers,  
575 silos, receivers, classifiers, scrubbers, cyclones, separators, alleviators, etc. The fabrication  
576 of all piping, chuteing, spouting, launderers, ducting, etc., and all supports and hangers  
577 pertaining to such product recovery systems.

578

579 Section 10. The installation of all air slides, air pads, air-veyor, pneumatic conveyor systems,  
580 etc. in their entirety, fans, blowers, pumps, tanks, bins, silos, boxes, hoppers, receivers,  
581 classifiers, scrubbers, cyclones, separators, alleviators, etc. The fabrication and erection of  
582 all piping, chutes, spouting, launderers, ducting, etc., and all supports and hangers pertaining  
583 to such material handling systems.

584

585 Section 11. The installation of all samplers and sampling systems whether the material be  
586 wet or dry.

587

588 Section 12. The field or shop fabrication performed by employees working under this  
589 Agreement within the geographical jurisdiction of Plumbers & Pipefitters Union Local No. 562  
590 and erection of all pipe supports, equipment supports, roof top unit supports above and below  
591 the roof, cooling tower supports including, but not limited to, those that are free standing, unit  
592 heater supports, medical boom supports, and all other hangers and supports used to  
593 suspend and/or secure any and all other equipment and appurtenances coming within the  
594 jurisdiction of the United Association. Hangers and supports referred to herein, and in  
595 Sections 8 and 9 may, at the Employer's option, be fabricated with pre-cut structural shapes  
596 and plates. All thread rod may be used provided it is cut to finish length by employees  
597 covered by this Agreement.

598

599 Section 13. Fabrication and erection of all protective devices, bumpers, guard rails,  
600 stationary and mechanical bollards, etc., pertaining to installation of piping, equipment, etc.,  
601 comes within the jurisdiction of the UA.

602

603 Section 14. The employees shall erect all types of scaffolding, including pole scaffolding, and  
604 staging used exclusively for erection, maintenance, renovation, inspection and repair of all  
605 work coming within the jurisdiction of the UA. A competent person shall be on hand to  
606 supervise the erection and disassembly of such work.

607

608 Section 15. The terms "Catalog Items or Shelf Items" shall apply to common, mass-produced  
609 articles built to standard dimensions, or manufacturer required custom dimensions, for use  
610 throughout the plumbing and pipefitting industries. A "Non-Catalog or Non-Shelf Item" is one  
611 produced to non-standard dimensions, or where specific alterations from the standard  
612 dimensions or variations from standard assembly must be provided to the manufacturer or  
613 fabricator. "Non-Catalog or Non-Shelf Items" shall not be used by those signatory to this  
614 Agreement. In addition, if modifications of Catalog or Shelf Items are required, such  
615 alterations shall be performed by Local Union No. 562 personnel.



Section 16. Pre-cut materials are items cut to non-standard lengths after non-typical dimensions have been provided to the fabricator or manufacturer. If such items are required, they shall be cut to necessary dimension by Local Union No. 562 personnel. If the job requires that such materials are to be of thicknesses, sizes, or gauges beyond the regular capabilities of the signatory contractor, an exemption to this requirement may be made, after prior consultation with the Business Manager. In such an instance, every effort should be made to sub-out such work to another signatory and/or UA Contractor.

Section 17. In some special competitive circumstances, the Contractor may request (pre-bid) that the Business Manager allow the use of some custom catalog items, or the use of pre-cut materials. This will only be allowed with pre-bid approval of the Business Manager.

#### ARTICLE 6. WAGE AND HOURS

Section I. With the exception of apprentices, pre-apprentices, and/ or special trainees, if any, the straight-time hourly rate- of -pay applicable to the employees covered by this Agreement shall be as stated in "Schedule A".

Eight (8) hours shall constitute a day's work commencing at 7:00 AM and ending at 3:30 PM, allowing one-half (1/2) hour for lunch. There may be a flexible starting time for an entire or partial crew on a job when conditions dictate that it would be in the best interests of the workers, or the job and after consultation with the Business Manager. However, where the majority of crafts on a job are using flexible starting time, the Employer(s) at his option may also use the flexible starting time between the hours of 6:00 AM and 9:00 AM.

To accommodate a customer, a crew may start the work day other than between 6:00 AM and 9:00AM (flex shift). If the straight time portion of the work day will end after 5:30 PM, then the pay shall be eight (8) hours regular time pay plus two and one half dollars (\$2.50) per hour premium for eight hours work. If the straight time portion of the work day will end after 12:00 midnight, then the pay shall be eight (8) hours regular time pay plus three dollars (\$3.00) per hour premium for eight (8) hours work. The Business Manager must be notified prior to starting a job utilizing this non-regular work day.

Employees shall be expected and required to be at their employer's shop, yard or place of work five (5) minutes before commencement of the work day, but not before, and under no circumstances shall they leave their places of work prior to the end of the work day. All foremen and stewards are expected to carry out these contractual provisions. Employees shall be expected and required to work a full eight (8) hour day for their compensation.

On Sundays, New Year's Day, Memorial Day, July Fourth, Labor Day, Veterans' Day,

Thanksgiving Day or Christmas Day, they shall be compensated at double their straight-time hourly rate of pay. Saturday is at the rate of time and one-half (1-1/2) if it is being worked on a project that has the fabrication portion of the job being done in Local Union No. 562's jurisdiction or for a customer who normally has fabrication work done in Local Union No. 562's jurisdiction. The Friday after Thanksgiving and the day before Christmas are also holidays; however, if the employer chooses to work the normal work hours on these days, the employee will be paid at the straight-time rate.

If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Whenever employees work overtime in excess of two (2) hours they shall also be allowed a one-half (1/2) hour meal. Employees working overtime at least four (4) hours in excess of said two (2) hours shall be allowed a one-half (1/2) hour meal period for every four (4) hours thereafter. Employees will not be paid for meal period. If the Employer insists on working through any meal period, a one-half (1/2) hour premium will be paid for each meal period.

Working hours the day before New Year's should be decided by a majority of the plumbers and/or pipefitters employed on each specific job site. Such decision should be made at least forty-eight (48) hours prior to each holiday. Employees will be paid only for the hours worked.

Section 2. The regular work week shall consist of forty (40) hours of five (5) work days, Monday through Friday. Wages at the established rates specified herein shall be paid once each week in the shop or on the job at or before quitting time no later than Friday at 4:30 p.m. or at the end of the appropriate shift of Friday. If mutually agreed upon by the employee and the contractor, contractors may choose to pay their employees by the use of "direct deposit", in which case the wages shall be electronically deposited into the employee's account no later than Friday at 4:30 PM, or at the end of the appropriate shift on Friday. The contractors shall not be required to deliver hard copy receipts of those deposits at the conclusion of the employee's shift; however, at the time of a lay-off, the employee will be issued a copy of man-hours worked. Exceptions to these rules must be agreed to by the Business Manager of the Union.

Section 3. The work week may consist of (4) ten-hour days if the remainder of the job site is working (4) ten-hour days, or with special permission of the Business Manager, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double-time rate.

Section 4. If an employee is terminated for cause, his/her last pay check may be mailed the next normal workday (Monday through Friday).

Section 5. The provisions for overtime compensation on holidays and for work performed



outside of regular working hours shall not apply in those instances where this Agreement is applicable as to "Temporary Heat and/or Temporary Cooling."

Section 6. While working overtime in a composite crew, the pipefitter or plumber will receive the same overtime rate as the crew they are working composite with, so long as the rate is not less than time and one-half (1-1/2).

Section 7. With respect to any employee of the Employer(s) who is salaried, or an officer of the corporation, or who has an ownership interest in the Employer's company or who works for or is employed in any manner by his/her spouse or a company, partnership or corporation owned or controlled in any manner by his/her spouse and who performs bargaining unit work covered by this Agreement, the Employer(s) shall be obligated to contribute on behalf of any such employee all hours worked but in no event less than thirty-two (32) hours per week.

#### ARTICLE 7. SERVICE WORK

##### Section I. Scope of Work

Mechanical service and maintenance work is the work normally performed by an Employer(s), either by contracts or an emergency call basis, relating to evacuation, charging, start-up, inspection, operating, maintenance and service calls necessary to keep all mechanical systems and controls of refrigeration, air conditioning, heating and/or ventilation, boilers, pumps, mechanical equipment, piping systems and building automation systems, or any other newly installed, remodeled, revamped, or redesigned mechanical and piping system in operational order. It shall also include the installation of the mechanical work on light commercial projects, including fast food restaurants, commercial strip shopping centers, office/warehouse buildings, small office buildings, etc. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, overhauling, modifications, renovation, installation, and/or replacements, starting and balancing of any systems, or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the Employer(s) by the customer. Non-bargaining unit employees of the Employer(s) or his vendors or contractors may supervise work of a technical nature related to testing, monitoring and diagnosing performance problems, computer, and communication systems or for the purpose of instruction and training.

The Union and the Employer(s) understand the customer may, at his discretion, choose to perform or directly subcontract for any part or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer(s) has contracted to perform.

##### Section 1.1 Emergency Repair-Plumbing

The Union agrees to work on all emergency repair work, not to exceed three (3) hours at the

748 applicable wage rate and the employee's time starts when he receives the call and ends upon  
749 completion of the job.

750  
751 Section 1.2 Service / Repair Work – Plumbing

752 The employee's time starts when he/she receives the call and ends at the completion of the  
753 job.

754  
755 Section 1.3 Saturday Residential Service Work - Plumbing

756 If the member and contractor agree the member can perform residential service/repair work  
757 on Saturday and receive a minimum of eight (8) hours of regular straight time pay, with all  
758 hours over eight (8) to be paid at the overtime rate. The member that works Saturdays shall  
759 have the following Mondays off if he/she so desires. The Union must be notified of this  
760 Agreement by the member or contractor.

761  
762 Section 2. Permanent Shift Work Conditions

763 For plants, complexes and/or projects, a four-cycle shift system may be operated when work  
764 is performed on a seven (7) day continuing basis, after consultation with the Business  
765 Manager.

766  
767 The names of those men employed on permanent shifts will be published, showing shift  
768 rotation and the working shift or the day off for each man, for a period of at least three (3)  
769 months.

770  
771 Section 3. Hiring and Use of Men

772 The Employer(s) shall be permitted a ratio of one apprentice or "pre-apprentice" for the first  
773 journeyman, and then permitted an additional apprentice or pre-apprentice for every two (2)  
774 journeymen employed.

775  
776 Section 4. Wages, Benefits, & Hours of Work

777 Eight (8) consecutive hours per day shall constitute a standard, work day with a flexible  
778 starting time between 6:00 AM and 9:00 AM. To accommodate a customer, a crew may start  
779 the work day other than between 6:00 AM and 9:00 AM. If the straight time portion of the  
780 work day will end after 5:30 PM, then the pay shall be eight (8) hours regular time pay plus  
781 two dollars and fifty cents (\$2.50) per hour premium for eight (8) hours work. If the straight  
782 time portion of the work day will end after 12:00 midnight, then the pay shall be eight (8)  
783 hours regular time pay plus three dollars (\$3.00) per hour premium for eight (8) hours work.  
784 Forty (40) hours per week shall constitute a week's work. All time worked before and after the  
785 regularly established work day in any twenty-four (24) hour period shall be at a rate not to  
786 exceed time and one-half the employee's regular shift rate of pay. Time worked on holidays  
787 shall be paid at a rate not to exceed double time the employee's regular shift rate of pay.  
788 When three consecutive shifts are required, the language in Article 8, Section 4 will apply.

Section 5. On-Call

The On-Call Service pay rate is one (1) hour's time at the applicable straight time journeyman's wage rate for week nights and two (2) hours for Saturday, Sunday and holidays. This applies to wages only, not fringes. If an On-Call employee is dispatched to work he will not receive the On-Call rate, but shall receive a minimum of two (2) hours pay for the first call.

Section 6. Uniforms

When special uniforms are required by the Employer(s), the Employer(s) shall supply such uniforms. Uniforms shall be cleaned at employees' expense and be worn complete as furnished.

Section 7. Vehicle Policy

Employee(s) will be signatory to Company Vehicle Policy, and be responsible for vehicle order, appearance and cleanliness, and be responsible for scheduled maintenance such as lube and oil change (at Company expense). Such routine maintenance will be performed on the employee's own time.

Pipefitters or plumbers employed for service or residential work shall be permitted to use their automobiles and for the use thereof shall receive additional compensation at the rate of two dollars and fifty cents (\$2.50) per hour. When automobiles are used, the employees shall carry full liability insurance coverage with an insurance company licensed to do business in the State of Missouri and shall furnish their employers with certificates showing that such insurance is in effect.

Section 8. Apprentices shall be paid at the same ratio of pay as the journeyman with whom he works on overtime or premium time.

Section 9. Classification of Service Pre-Apprentice

All routine maintenance and inspections, regardless of size or location of the plumbing or mechanical equipment being inspected or maintained, where the work is done as a periodic routine service, inspection and maintenance procedure by employee such as:

- a. Filter changing and maintenance thereof.
- b. Oil and greasing.
- c. Belt adjustment or replacement.
- d. Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment.
- e. General housekeeping.
- f. System operation under contract with customer.
- g. Cleaning, repairing and routine maintenance of solar energy equipment and HVAC power electronic control devices.
- h. In an area where a problem exists with non-union competition, the assignment of the pre-apprentice duties may be adjusted to meet local conditions mutually agreeable to

Contractor and Union.

- i. Installation and service of heating, air-conditioning, gas piping and plumbing, where applicable on residential work (condo, apartments, retirement centers, etc., where not supplied by central heating and air conditioning plant).
- j. A pre-apprentice may be used on a one (1) to one (1) basis with a journeyman for repairing, replacing, and retrofitting heating, ventilating, and air conditioning systems.
- k. Pre-apprentice on residential construction will be supervised by a Building Trades Journeyman with no restrictions.
- l. Pre-apprentice will be paid a rate as scheduled.
- m. Pre-apprentice must sign agreement on cost of training.
- n. Overtime: Residential and Service time and one-half (1 1/2) for overtime.
- o. This will not affect the Apprentice Program.

#### Section 10. Continued Ongoing Training

There will be maintained a minimum mandatory yearly training consisting of three (3) hour courses, to be taken by every member of Plumbers & Pipefitters Local Union No. 562 who are employed as service fitters or service plumbers on their own time, and developed jointly by the Joint Service Committee.

### ARTICLE 8. WORKING CONDITIONS - CONSTRUCTION WORK

Section 1. Insofar as is practical, when overtime is necessary it shall be equally and impartially divided by the Employer among the journeymen and apprentices on the job. Men not working on the particular job during regular working hours shall not be brought from other jobs and placed on over-time work while any of the regular crew are available and willing to work.

#### Section 2. Inclement Weather

On any day when rain, snow or inclement weather at the job site does not permit the job to progress satisfactorily, the employees shall be paid for all time worked, but in no event shall be paid less than a minimum of two (2) hours show up, unless the employee shall have been directed not to report for work. It is the joint understanding of the parties hereto that the meaning of this clause, that is immediately preceding is as follows:

If a journeyman pipefitter or plumber reports to work on any day and is put to work by the Employer(s), and the weather conditions do not change appreciably for the worse within two (2) hours from starting time, then he shall be entitled to continue to work and be paid for the time worked. If a journeyman pipefitter or plumber reports to work on any day and he is put to work by the Employer(s) and the weather conditions change appreciably for the worse within two (2) hours from starting-time, then he shall be paid for the time worked, but not less than two (2) hours.

When journeymen are requested to report for work any time before or after working hours, or on days recognized as holidays, they shall be paid show-up time at the overtime rates.

#### Section 3a. Temporary Plumbing

It is recognized and agreed by both parties that the installations, operations, maintenance and protection of all temporary plumbing systems such as: Temporary water, waste, toilet facilities, trailers, portable buildings, temporary roof drains, etc., for wash up, drinking and cleaning on various types of construction is and has been traditionally the work of the plumbers. This clause excludes self-contained, portable sanitary facilities.

#### Section 3b. Temporary Heating & Cooling

It is recognized and agreed by parties to this Agreement that the operation, maintenance and protection of all heating or cooling producing devices and systems (regardless of the type of fuel utilized) is and has traditionally been the work of pipefitters. These heating or cooling devices and systems include but are not limited to heating or cooling blankets and related equipment, temporary dehumidification equipment, salamander, portable or permanently affixed oil or gasoline fired unit or blowers, gas fired units of any size or description (whether using City gas, propane, or gas of any other type), high and low pressure steam systems, conventional or high temperature high pressure hot water systems (including distribution systems), and air conditioning and cooling systems. The jurisdiction of the pipefitter runs concurrently with the entire life of the project. It is agreed that the utilization of the permanent heating system, air conditioning and cooling, or any part thereof for the purpose of temporary heat or air conditioning and cooling shall not commence until that system or that part to be utilized is within the guarantee period. The Union recognizes as one of its prime obligations in the operation of temporary heat, air conditioning or cooling is the maintenance and protection of the equipment being used.

When shifts are agreed upon by the Business Manager, there will be three (3) eight (8) hour shifts commencing at 8:00 AM. Shifts during the regular workweek will receive straight time with time and one-half (1 1/2) being paid for Saturdays and Sundays. Time and one-half (1 1/2) will be paid for the heretofore designated holidays.

If the heating system is complete and having been tested out, is acceptable by the owner and letter of acceptance is issued to the contractor relieving him of any responsibility and starting the guarantee period no standby will be required.

Section 4. Shift work may be performed, if agreed to by the Employer(s) and the Business Manager, but when performed, must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous work day and employees shall be paid at the regular shift rate.



The first day shift shall work a regular eight (8) hour day at regular rates. If the job requires the use of three consecutive shifts, the following shall apply: The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7 1/2) hours work. The third consecutive shift shall be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hours work.

If the job requires only two consecutive shifts, the first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. If the straight time portion of the work day will end after 5:30 PM then the pay shall be eight (8) hours regular time pay plus two dollars and fifty cents (\$2.50) per hour premium for eight hours work. If the straight time portion of the work day will end after 12:00 midnight then the pay shall be eight (8) hours regular time pay plus three dollars (\$3.00) per hour premium for eight (8) hours work.

Second and third shifts will be manned on a fifty-fifty (50/50) basis with the Union when unemployment prevails.

Work in excess of the shift work hours and all hours worked on Saturday or Sunday and holidays as set out in the contract shall be paid at the overtime rate called for elsewhere in the contract.

Section 5. A single pipefitter or plumber will be allowed to work on a job site when both the nature of the work is light enough and working conditions do not present a concern for him or her to work alone effectively and safely. When the conditions require two or more pipefitters and/or plumbers on a job site, this does not limit them from performing separate tasks safely and effectively alone for the purpose of job productivity. The Employer(s) shall determine the number of employees the job requires. Should a dispute arise out of the employer's determination, the dispute will be referred to and resolved by the Joint Labor Management Committees. There will be no restrictions placed on any employee working alone in any situation where they can safely and effectively execute the assigned task.

#### Section 6. Diving Crews

- (a) A Diving crew shall consist of not less than two (2) divers and two (2) diving tenders with additional divers and tenders being employed as required.

One (1) of the divers shall be at least a foreman.

- (b) A diver is a journeyman pipefitter or plumber who wears diving gear which directly supplies him with compressed air, or other compressed gases for breathing purposes, and who personally enters and descends below the surface of the water to work at the ambient pressures encountered therein.

Straight time wage rate received by divers shall be two and one-half times (2 1/2) the hourly rate.



968  
969 (c) A tender is a journeyman pipefitter or plumber whose duties shall consist of tending  
970 the diver, and working on the upkeep, and repair of the diving gear. Straight time wage  
971 rate received by tenders shall be the journeyman rate.

972  
973 (d) When diving crews are called out to perform work they shall be guaranteed at least  
974 eight (8) hours work at the applicable rate established for the job. Eight (8) hours shall  
975 constitute a day's work, commencing at 8:00 AM and ending at 4:30 PM, allowing one-  
976 half hour for lunch from 12 noon to 12:30 PM. All provisions contained in the  
977 Agreement and contract shall apply.

978  
979 (e) Divers shall not be permitted to perform actual under water work in excess of three  
980 and one-half (3-1/2) hours in any given twenty-four (24) hour period, and shall not exceed  
981 limits established by the United States Navy. Doctors shall be on twenty- four (24) hour  
982 call, and decompression chambers be located prior to divers entering water. A two-way  
983 communication system shall be established between first aid room and divers shack or  
984 general foreman's office.

985  
986 (f) All diving equipment and gear is to be furnished by the Employer(s).  
987

#### 988 ARTICLE 9. STEWARDS

989  
990 Section 1. When two (2) or more men start a job, one (1) may act as the steward with the  
991 approval by the Union. The Union will appoint a steward on the basis of such employee's  
992 tact, diplomacy and capabilities. A steward shall be a working employee and in addition  
993 to his work as a journeyman, shall be permitted to perform during the working hours such  
994 of his union duties, as cannot be performed at other times. The Union agrees that such  
995 duties shall be performed as expeditiously as possible. Should the steward be neglectful  
996 of his responsibilities to either the Union or Employer(s), he shall be subject to being  
997 relieved or discharged under the conditions of the contract, after discussion between the  
998 Business Manager and the Employer(s) or authorized officer. In the event of a lay-off, the  
999 steward shall be second to the last man laid off, providing he possesses the necessary  
1000 skills to perform the work required. It is understood that the parties to this agreement are  
1001 developing a program redefining the duties and responsibilities of the steward. At such  
1002 time as that program is complete, this Agreement shall be modified to change this section  
1003 into agreement with the new program.

1004  
1005  
1006 Section 2. Authorized representatives of the Union shall have access to jobs where  
1007 employees covered by this Agreement are employed, providing they do not unnecessarily  
1008 interfere with the employees or cause them to neglect their work, and further provided  
1009 such Union Representative complies with contractor's customer's rules.  
1010  
1011

ARTICLE 10. FOREMAN

Section 1. A General Foreman, Area Foreman, or Foreman shall be defined as a journeyman pipefitter or plumber who assumes responsibility for the Employer(s) and supervises installations and lays out work for other journeymen and apprentices. In addition, he shall furnish man-hour reports and breakdowns as requested by the Employer(s). A journeyman working alone shall be responsible for laying-out and installing his/her own work.

Section 2. On any job where there are two (2) pipefitters or plumbers employed, one of the two must be at least a Foreman. When there are nine pipefitters or plumbers on the job, one (1) of the nine (9) will be a General Foreman. The Parties agree to strive to meet the language of "Appendix A" of previous contracts. In areas where licensing is required, all personnel designated and working as journeymen, foremen, area foremen, or general foremen working under this Agreement shall be licensed as journeymen plumbers or pipefitters. Such personnel shall be allowed a maximum of one year from the signing of this Agreement, to obtain such licensing.

Any plumber or pipefitter whose classification is raised to general foreman during the progress of a job shall remain at general foreman classification until the completion of the job. Nothing in this Agreement shall restrict the foreman, area foreman or general foreman from working with tools. The intent of the above wording is meant to jointly (Local 562/MCA/PIC) reinforce the fact that foreman are to be included in the make-up of a working crew. Equally, it is the intent of this language that the foreman will not be an odd man in the crew. Unless specifically requested by the employer, the foreman will be a working foreman in the crew, in addition to his supervisory responsibilities (i.e., including but not limited to, furnishing man hour reports, layout, ordering material, etc.). The first duty and main responsibility of the working foreman is to see that his crew is supplied with necessary materials, information and tools so that they can be productive at all times. It is also firmly understood that the foreman will be responsible for the work of the men under his supervision. Any work that must be done over due to faulty workmanship will be done by the journeyman, under the supervision of the foreman, on their own time. Should a dispute arise out of the employer's determination, the dispute will be referred to and resolved by the Joint Labor Management Committees.

The Employer(s) shall conduct all business involving personnel with the pipefitter or plumber in charge of the job.

Section 3. Any Employer(s) who has a job out of the jurisdiction of Local Union No. 562 may, at Employer's discretion, send one (1) employee of this bargaining unit to run the job; however, Local Union No. 562 shall be given prior notice by the Employer(s) before doing so.

Section 4. When an employee is sent to work out of town to take charge of a job, he shall

1056 receive general foreman wage rates.

1057  
1058 The aforesaid General Foreman shall be permitted to take charge of more than one (1)  
1059 job location within the confines of a specific locality. Any Employer(s) taking employees of  
1060 this bargaining unit outside the area covered by this Agreement shall be obligated to apply  
1061 the terms and provision of this Agreement to such employment. Further, the Employer(s)  
1062 shall, in such instances, reimburse employees for fees and expenses incurred.

1063  
1064 Section 5. All business and living expenses incurred by employees on out of town jobs or  
1065 out of the jurisdiction of Local Union No. 562 must be paid by the Employer(s).

#### 1066 1067 ARTICLE 11. UNAUTHORIZED ACTIVITY

1068  
1069 Section 1. It is understood and agreed that the Union shall have no financial liability for  
1070 acts of its members or agents which are unauthorized and which the Union cannot  
1071 control. It is agreed, however, that in the event of any such unauthorized action, the Union  
1072 shall, upon receiving notice thereof, urge its members to return to work, if there should be  
1073 a work stoppage, and just as soon as practical address a letter to the Employer(s)  
1074 notifying the Employer(s) that the action of the union members or agents is unauthorized.

1075  
1076 Section 2. The Employer(s) shall be privileged to discipline employees responsible for  
1077 such unauthorized activities without violation of the terms of this Agreement.

1078  
1079 Section 3. In order that the Employer(s) may be apprised of the officer of the Union  
1080 empowered to authorize strikes, work stoppages, or actions which will interfere with the  
1081 activities required of employees under this contract, it is understood and agreed that only  
1082 the Business Manager of the Union has the power or authority to authorize any such  
1083 actions or give the orders or directions necessary to carry out any such action.

#### 1084 1085 ARTICLE 12. SAFETY AND PROTECTION

1086  
1087 Section 1. There shall be no restrictions of the use of tools or machinery of the trade  
1088 provided they are not dangerous to health or safety. In order for both the Employer(s) and  
1089 the Union to be competitive, they mutually recognize the need to utilize the most modern,  
1090 efficient and economical tools and equipment available, and the Union agrees to endorse  
1091 and encourage the use of said tools and equipment both in the Employer's fabrication  
1092 shop and on all job sites.

1093  
1094 Section 2. Employees who are required to obtain medical treatments resulting from  
1095 occupational illness or accidents arising out of and during course of employment shall do  
1096 so as expeditiously as possible and shall notify their foreman in advance.

1097  
1098 Section 2a. It is understood and agreed that an apprentice, while at the training school  
1099 attending required classes, continues at all times to be in the employ of his/her employer

and it is specifically understood and agreed that the Employer(s) is responsible for providing Workers' Compensation coverage for the apprentice while at the training school attending required classes and otherwise employed.

Section 3. The Union and the Associations agree to establish a Joint Committee on Safety and to include a course on safety in the Journeyman and Apprentice Schools.

As a condition of employment, all members of Local Union No. 562 must have successfully completed a 10 hour OSHA safety training class. There will be a 60-day grace period for any new journeyman member joining Local Union No. 562.

Section 4A. All tools and equipment needed by the pipefitter employees doing mechanical work shall be furnished without charge by the Employer(s), except that each employee will provide after December 31, 2000:

1. Torpedo level-magnetic, flashlight, tri-square, straight screwdriver (8 inch), #2 Phillips screwdriver, 6-foot rule (folding type, inside read), 25-ft. tape measure, 12" crescent wrench, 12" pipewrench, 14" pipe wrench, 12" channel lock pliers and "imp" copper tubing cutter. The Employer(s) shall replace any broken or worn out tools. No employee shall be required or permitted to supply, lease, rent or lend any means of conveyance, tools or equipment. But employees shall be responsible for the proper care of tools and equipment furnished.

The following items will be furnished by employees starting January 1, 2000:

2. Foul weather gear, including footwear.
3. Prescription safety glasses.

Members of the Union who do not routinely perform pipefitter work, pre-apprentices and travelers will be exempt from furnishing the tools required above.

Section 4B. Employees performing plumbing work will furnish and be responsible for hand tools as prescribed by the JATC and Labor/Management Committees. The tools currently required are:

1. 10" pipe wrench, 14" pipe wrench, 12" adjustable wrench, 6" adjustable wrench, 10" tongue and groove pliers, 8" slip joint utility pliers, 25 ft. tape measure, adjustable hack saw, compass saw, 18" aluminum level, torpedo level, 8" Phillips screwdriver, 14" square blade screwdriver, telescopic shank basin wrench, ripping claw hammer, 1-1 1/4lb. ball peen hammer, torque wrench, smooth jaw monkey wrench, 12" straight metal snips, safety goggles, "imp" copper tubing cutter, tubing cutter 1/4"- 2", tool box with tray-24" x 9-1/2" x 9-1/2" high, folding hex key set, flat bastard file with handle, 1/2" x 6" center punch, 3/4" cold chisel, roll of twine, chalk refill, 5/16" nut driver.

2. Foul weather gear, including footwear.

3. Prescription safety glasses.

Members of the Union who do not routinely perform plumbing work, pre-apprentices and travelers will be exempt from furnishing the tools required above.

Section 5. If employees work where they are exposed to acids, caustics, or hazardous conditions, the Employer(s) shall furnish them free of charge protective clothing and equipment.

Section 6. "Dead Man" Switches (those that shut off whenever pressure is released on the trigger or switch) shall be required on all portable power hand tools.

Section 7. On all jobs there shall be provided by the Employer(s) without charge (1) brazing and safety goggles, (2) hard hats, (3) new hat bands, (4) sturdy and adequate scaffolding and ladders, (5) adequate ventilation equipment for welding galvanized pipe, and (6) temporary water and toilet facilities sufficient to maintain proper sanitary conditions.

Section 8. Employers shall reimburse employees for any damage which may occur to their clothing and prescription safety glasses while the employees are working or while their clothing is on the Employer's premises or job site, when such damage is caused by fire, acid, chemicals or theft by forcible entry as covered by standard policies.

#### ARTICLE 13. EMPLOYEE JOB SECURITY

Section 1. The terms and provisions of this Article have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the Employer's business, and for the additional purpose of providing against the diminution of the established wage scales and working conditions which may result if persons outside of the bargaining unit here involved are free to do the work for less.

Section 2. The Employer(s) shall not direct, require or permit any of its employees, who are not included within the bargaining unit covered by this Agreement to do or perform any of the work, which is done or performed by those within the bargaining unit. Nor shall owners, employers, those having a proprietary interest in the business, or persons outside of this bargaining unit, be directed, required or permitted to do or perform any of said work.

#### Section 3.

During the term of this Agreement, the Employer(s) shall not subcontract work to be performed at the site of the construction to any Employer(s) who is not signatory to an



1188 agreement with Local Union No. 562. With respect to work performed off site, such as  
1189 fabrication, in order to preserve and protect work historically performed by employees  
1190 under this Agreement, the Employer(s) shall not subcontract any such work to any entity  
1191 or subcontractor(s) unless the subcontractor(s) pays its employees wages and fringes  
1192 equivalent to those specified in this Agreement, or as otherwise provided for in this  
1193 Agreement.

1194  
1195  
1196  
1197  
1198 ARTICLE 14. MISCELLANEOUS  
1199

1200 Section 1. No person having a proprietary interest in the business of the Employer(s)  
1201 shall be permitted to work at the pipefitting or plumbing trade with the tools of the trade  
1202 except for the limited purpose of necessary supervision or instruction.  
1203

1204 Section 2. If the Employer(s) is not covered by Workers' and Unemployment  
1205 Compensation Laws of the State of Missouri, the Employer(s) shall cover his  
1206 establishment there under and comply with the law in all respects.  
1207

1208 Section 3. The Union agrees to furnish the Association a current list of Employers of the  
1209 Local Union No. 562 men and to maintain this list in a current status.  
1210

1211 Section 4. In-plant work within the scope of the current National Mechanical Equipment  
1212 Service and Maintenance Agreement shall be covered by said Agreement.  
1213

1214 Section 5. The Union agrees to offer training in downhill welding to all apprentices and  
1215 other members of the Union so that they will become proficient in this welding procedure.  
1216

1217 ARTICLE 15. HEALTH AND WELFARE TRUST FUND  
1218

1219 Section 1. Subject to the terms and conditions of the subsequent sections of this Article,  
1220 the presently existing Health and Welfare Trust Fund known as "Plumbers' and Pipefitters'  
1221 Welfare Educational Fund," shall be continued in full force and effect. It shall continue to  
1222 be maintained and administered in accordance with the present amended written trust  
1223 indenture as well as any future amendments thereto.  
1224

1225 The Board of Trustees for this Fund shall consist of ten (10) natural persons designated  
1226 as follows: Five (5) Trustees shall be designated by the Union ("Union Trustees"), three  
1227 (3) Trustees shall be designated by the Mechanical Contractors Association of Eastern  
1228 Missouri, Inc., and two (2) Trustees shall be designated by the Plumbing Industry Council  
1229 of St. Louis (collectively, "Employer(s) Trustees"). The Board of Trustees shall maintain  
1230 and administer the Fund and the Plan as provided for in this Trust.  
1231



Section 2. All Employers obligated to the terms and provision of this Collective Bargaining Agreement shall contribute, pay and remit to the Trustees of the Fund, at the office of the Fund, amounts set forth in Schedule A, for each hour worked by each employee covered by this Agreement, at least until such time as the rate of contribution may be changed in the manner hereinafter provided for.

The parties hereto agree that contributions to this fund will be made based on hours worked.

The payments or contributions shall not be subject to deductions of any kind or nature. The payments or contributions shall be made for and on behalf of all employees working as a part of the Collective Bargaining Unit covered by this Agreement, whether or not their names appear on the Union check-off list.

Section 3. As shall be determined jointly from time to time by the Board of Trustees of this Fund, the Board of Trustees of the Plumbers' & Pipefitters' Pension Fund, and the Board of Trustees of Plumbers' & Pipefitters' Local Union No. 562 Supplemental Pension Plan and Trust (See Article 16), future Employer payments or contributions to this Fund shall be increased or decreased as deemed necessary to maintain and administer the three Funds provided, however, contributions into the Pension Trust plus contributions into the Health and Welfare Trust and the Supplemental Pension Trust shall always equal the amounts during the designated periods of time in Schedule A.

The contribution rates for the Welfare, Pension, and Supplemental Pension Funds shall apply only to Secured Employers. Secured Employers are those Employers who have posted and maintained the Surety Bond, Cash Deposit, or Irrevocable Letter of Credit, as required by Section 4 of this Agreement. In recognition of the increased risk and administrative costs sustained by the aforementioned Funds whenever an Employer(s) fails to obtain or maintain the required Surety Bond, Cash Deposit, or Irrevocable Letter of Credit, effective the date of approval of this Agreement, the principal contributory rates per hour for any such Employer(s) to the Welfare, Pension, or Supplemental Pension Funds shall be 10% greater than the rates applicable to Secured Employers, rounded up to the next cent. This additional 10% shall inure to the benefit of the Funds generally and shall not be credited to the account of any particular participant. Any liquidated damages owed by an Unsecured Employer(s) shall be computed based on the higher principal rates applicable to Unsecured Employers. Prior to being required to contribute at the rate applicable for Unsecured Employers, the Employer shall be given sixty (60) days advance notice by the Trustees or their representative(s).

It is intended, understood, and agreed that should any tribunal determine that the higher contributory rates applicable to Unsecured Employers are for any reason unenforceable, then such Unsecured Employers shall remain liable for the contributions at the rates prescribed for Secured Employers.

Section 4. The Union shall not furnish plumbers or pipefitters to any Employer(s), unless such Employer(s) has previously delivered to the Administrator of the Funds security for the timely and full payment of all Fringe Benefit, Industry Benefit Funds, and dues and assessment contributions provided for under this Agreement. Security shall be kept in full force and effect for the entire term of this Agreement unless the Employer(s) ceases to perform any work under this Agreement. This security, in the discretion of the Employer(s), shall be in one of the following three (3) forms:

(A) A corporate surety bond issued by an insurance company duly licensed to do a surety business in the State of Missouri in which the Welfare Educational Fund, the Plumbers' & Pipefitters' Pension Fund, the Supplemental Pension Trust, and Plumbers' & Pipefitters' Local Union No. 562 and the Mechanical Contractors Association of Eastern Missouri, Inc., and/or the Plumbing Industry Council, (Industry Benefit Fund) are the obligees conditioned on the full and timely reporting and paying of Fringe Benefit Funds, dues and assessments contributions and in the following principal amount., based upon the maximum bargaining unit employees employed or to be employed in any regular payroll period for the ensuing year.

1. 1-5 employees \$15,000.00
2. 6-10 employees \$30,000.00
3. 11-15 employees \$45,000.00
4. 16-25 employees \$75,000.00
5. 26-50 employees \$150,000.00
6. over 51 employees \$375,000.00

(B) A cash deposit to the funds to be in the same principal amount as provided for by the surety bond in the name of and for the benefit of the Welfare Educational Fund. The Executive Director of the Welfare Educational Fund shall be empowered to withdraw from the account amounts sufficient to cover any delinquent contributions.

(C) An irrevocable Letter of Credit in the same amount and for the same terms as the aforesaid from a commercial bank in a form satisfactory to the Trustees.

It is understood and agreed that the failure of an Employer(s) to submit a bond or Irrevocable Letter of Credit as provided in this Agreement constitutes irreparable harm to the Union and the Funds. The Employer(s) agrees that it will not perform work within the jurisdiction of these Articles of Agreement at any time during which time it is in breach of the provisions of Article 15, and it is further understood and agreed that the Union and/or the Trustees are entitled to injunctive relief obligating the Employer(s) to perform no work within the jurisdiction of these Articles of Agreement until such time as the Employer(s) has submitted the required bond or Irrevocable Letter of Credit.

An Employer's number of employees shall be determined by considering the average number of employees listed on the Employer's monthly reports for the preceding twelve

(12) month period starting July 1, through June 30. If an Employer has failed to submit timely and/or accurate reports, then the Trustees shall have the authority to make a reasonable estimate of the average number of employees and set the amount of that employer's bond accordingly.

The principal amount of the security under (A), (B), or (C) shall be adjusted, as required, in order to reflect current employment for each such Employer.

Any Employer who receives notice from the Trustees to post security, or to increase the amount of security posted, shall do so not later than thirty (30) days after receipt of such notice.

Upon any delinquency being disclosed as to any Employer in the Fund Administrator's monthly report the following shall occur:

(a) UNION ACTION: Immediately upon receipt of the monthly delinquency report the Union shall give to each Employer whose payment or other required conduct is delinquent as such delinquency is defined in this Section 4, notice of its delinquencies by Certified Mail, Return Receipt Requested. A copy of each such notice shall also be mailed to the Trustees. Such notice shall state the fact that the Union believes such Employer is delinquent and the reason(s) therefore, and shall further state that unless such delinquencies, together with all liquidated damages provided herein, are paid and remedied within five (5) working days of Employer's receipt of said notification, then notwithstanding any other provisions of this Agreement, the Union shall remove all employees covered by this Agreement from the Employer and the Union shall have the right to picket, publicize, or exercise any other economic sanction available to it. Such removal of employees and resulting cessation of work by employees covered by this Agreement may continue until the Executive Director of the Fund verifies that there are no monies owed to that Fund by such Employer, and that such Employer has provided the full security required by this Section 4, or that a settlement approved by the Trustees has been agreed upon in writing; provided, however, that the Union shall not be required to remove such employees or to continue such removal of employees from such delinquent Employer where the Union certifies in writing to the Trustees reasons (1) why it would be imprudent or unreasonable to do so and (2) why such action would jeopardize the prompt collection of the monies due the Fund or the Employer's taking the other delinquent action as required by this Section 4.

The Administrator shall forthwith notify the surety of the Employer's default and demand indemnification from the surety in compliance with the terms of the bond or, in the event, alternate security has been posted by the Delinquent Employer, take all appropriate action to redeem that security to the extent of the Funds' entitlement.

Notice of the foregoing actions and the results thereof shall be promptly given by the Union and the Fund Administrators to each Fund Trustee.

1364  
1365 These actions shall be in addition to and not to the exclusion of any other actions and  
1366 remedies available to the funds, the Union and the Association under applicable law.  
1367

1368 The Trustees are empowered to implement a "stamp" program if this bonding  
1369 procedure does not result in improved collections.  
1370

1371 Payments Due: Prompt payments into the Plumbers ' & Pipefitters' Welfare  
1372 Educational Fund are imperative in order to provide for orderly administration of the  
1373 Fund assets, prompt payment of obligations of the Fund, and satisfaction of the  
1374 provisions of the Employee Retirement Income Security Act of 1974, as amended  
1375 (ERISA). Unless otherwise directed by the Trustees in writing, payments to the Fund  
1376 from each Employer shall be due and payable on the fifteenth (15th) calendar day of  
1377 each month for the hours worked through the last day of the final pay period of each  
1378 month. Payment into the Fund must be postmarked on or before the fifteenth (15th)  
1379 calendar day or such other date as the Trustees may direct in writing and must include  
1380 full payment for all hours worked in the month reported.  
1381

1382 Reports: Each Employer agrees to furnish the Trustees a monthly report in a form to  
1383 be determined from time to time by the Trustees, providing the names, time worked,  
1384 and other relevant information for all employees covered by this Agreement. If the  
1385 Employer has no employees covered by this Agreement working during any month, a  
1386 reporting form for that month so stating shall be filed within the above time limits. In  
1387 case any Employer shall forward a single check or other instrument covering  
1388 payments to more than one Fund, each such Trust Fund shall have an interest in the  
1389 Employer remittance in the amount shown on the monthly report forms based on the  
1390 fringe benefit breakdown as being due to that Trust Fund.  
1391

1392 The Fund shall be entitled to presume that the records of Plumbers and Pipefitters  
1393 Local Union No.562 concerning the identity of the employer and the dates of  
1394 employment are correct.  
1395

1396 If a contributing Employer(s) fails to submit timely or complete notice of the union  
1397 members employed and the hours each member works, the Fund may presume that  
1398 each union member who works for any such Employer(s) during any calendar week  
1399 (as shown by the Union records) was employed for forty (40) hours during each such  
1400 week, and to assess and collect contributions based on this presumption.  
1401

1402 Any contributing Employer(s) may, in writing, request a hearing on whether any  
1403 employee was in fact so employed for forty (40) hours, during any given week. At such  
1404 a hearing, the burden of proof shall be upon the contributing Employer(s). The  
1405 Trustees shall have complete discretion to determine what evidence shall be sufficient  
1406 to overcome the presumption.  
1407

Audits: The Employer(s) agrees that the Trustees of the Fund shall have the right to verify the accuracy of reports and contributions made by the Employer(s), by having their respective employees, agents, representatives, attorneys, or accountants audit, and examine during the Employer's regular business hours the Employer's weekly payroll journal, individual earnings records of the employees, copy of Federal payroll tax return (blanking out earnings data, but not names, for employees not working under this Agreement), and other payroll records as may be necessary to allow such examiner to determine whether the Employer(s) is making and has made full and complete reports and contributions as required by this Agreement. Failure to cooperate in such an audit by providing reasonable access to such books and records and answering reasonable inquires shall constitute a delinquency hereunder.

#### Delinquencies:

Any Employer who fails to make full and/or timely payment(s) to the Funds or fails to submit accurate reports in such time as the Funds require shall be deemed delinquent. A delinquent employer shall be liable for unpaid contributions, interest on the unpaid contributions at seven per cent (7%), liquidated damages on unpaid contributions of twenty per cent (20%), costs incurred by the Funds in collecting the delinquent contributions or enforcing the Funds right to receive timely and accurate reports and reasonable attorney fees. The Employer agrees that "reasonable" attorney fees means such hourly fee rate charged the Funds by Counsel in representing the Funds, at any stage, in enforcing the obligation of the Employer under this contract and the Employee Retirement Security Act to make contributions and submit timely accurate reports.

Any Employer that is delinquent in reports or contributions shall, thirty (30) days after such delinquency becomes known to the Union, be required to pay contributions to the Funds at a rate \$2.00 per hour above that required before the delinquency. This rate will remain in effect until the Employer has submitted all reports and made all required contributions. Should an Employer enter into an arrangement satisfactory to the Executive Director or have entered into a Consent Judgment with the Funds calling for payments to the Fund and remains in compliance with any agreement with the Fund office or a consent judgment, then the Employer shall be relieved of the obligation to pay an additional \$2.00 per hour.

Monthly Delinquency Report: On the first working day after the twenty-eighth (28<sup>th</sup>) day of each month, the Executive Director of the Fund shall furnish the Union and the Trustees (with copy to the Mechanical Contractors Association of Eastern Missouri, Inc., and the Plumbing Industry Council), a list of each Employer's contributions to the Fund, the date such contributions were received, and the amount received and hours contributed for, together with a listing of each Employer from whom reports and/or payments have not been received that month.

Repeated Delinquencies: In the event of repeated delinquency by the same Employer,



the Trustees may, by written notice, require the Employer to make advance deposits, or contributions on an accelerated basis. For example, monthly payments may be required by the fifth (5<sup>th</sup>) day following the end of the month, or by the end of each week and in cash delivered to a bank or other place designated by the Trustees.

All Rights Reserved: All the rights granted herein to the Trustees or to the Union with respect to enforcement of obligations to the Trust Funds or in any of the Trust Agreements, are cumulative, and the exercise of or failure to exercise anyone or more of them shall not be deemed a waiver of authority to exercise any other rights. The acceptance of any contributions from any Employer shall not release or discharge it from the obligation to contribute for all hours worked under this Agreement for which no contribution has actually been received notwithstanding any statement, restriction or qualification appearing on any check from such Employer or other source. Any Employer whose payments to the Fund are delinquent at the inception date of this Agreement shall be governed, as to such existing delinquencies only by the provisions of the Collective Bargaining Agreement in existence when such delinquencies arose.

Section 5. 1. The Mechanical Contractors Association of Eastern Missouri, Inc., and each of its members, The Plumbing Industry Council and each of its members, hereby appoint the Plumbers' & Pipefitters' Welfare Educational Fund (Welfare Fund) as agent solely for the purposes of:

- a) Remitting to the Internal Revenue Service the Employer's share of taxes imposed by the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), or other federal taxes imposed upon an employer's payroll, said taxes being imposed upon sick pay benefits paid by the Welfare Fund; and
  - b) Preparing and filing with the Internal Revenue Service all documents necessary to account for and report said taxes.
2. The contribution obligation of each Employer to the Welfare Fund shall remain at the same rate as was in place prior to the effective date of this amendment provided; however, a portion of each Employer's contribution obligation equal to one-half (1/2) cent per hour worked shall be held in escrow by the Welfare Fund in a separate sub-account of such Welfare Fund and shall be used solely for the purpose of paying the Employer's share of the aforementioned taxes on sick pay benefits and for the purpose of reimbursing the Welfare Fund for any and all expenses incurred by it in the execution of the agency agreement as described in paragraph one (1) hereof.
  3. The escrow fund established, in paragraph two (2) hereof shall be audited each year by the auditor for the Welfare Fund at the time of its annual audit of the Welfare Fund. If the monies in the escrow fund as shown by the audit exceed the

amounts required to pay the Employer's share of the foregoing taxes on sick pay benefits and the Welfare Fund's administrative expenses for the previous three (3) months, the one-half (1/2) cent figure established in paragraph two (2) hereof shall be reduced. In such event, the auditor shall be required to project a new contribution figure adequate to pay the Employer's share of the foregoing taxes on sick pay benefits and to reimburse the Welfare Fund for any and all expenses incurred by it in the execution of the agency agreement described in paragraph one (1) hereof.

#### ARTICLE 16. PENSION TRUST FUNDS

Section 1. Subject to the terms and provisions of the subsequent sections of this Article, the presently existing pension fund, known as "Plumbers' & Pipefitters' Pension Fund," shall be continued in full force and effect. It shall continue to be maintained and administered in accordance with the present amended written trust indenture as well as any future amendments thereto.

A pension fund, known as "Plumbers' & Pipefitters' Local No. 562 Supplemental Pension Plan and Trust" has been established, and will be maintained and administered in accordance with the present plan and trust document as well as any future amendments thereto.

The Board of Trustees for this Fund shall consist of ten (10) natural persons designated as follows: Five (5) Trustees shall be designated by the Union ("Union Trustees"), three (3) Trustees shall be designated by the Mechanical Contractors Association of Eastern Missouri, Inc., and two (2) Trustees shall be designated by the Plumbing Industry Council of St. Louis (collectively, "Employer Trustees"). The Board of Trustees shall maintain and administer the Fund and the Plan as provided for in this Trust.

Section 2. All Employers obligated to the terms and provisions of this collective bargaining agreement shall contribute, pay and remit to the Trustees of these Funds, at the office of the Funds, amounts set forth in Schedule A, for each hour worked by each employee covered by this Agreement, at least until such time as that rate of contribution may be changed in the manner hereinafter provided for.

The parties hereto agree that contributions to this fund will be made based on hours worked.

The payments or contributions shall not be subject to deductions of any kind or nature.

The payments or contributions shall be made for and on behalf of all employees working as part of the Collective Bargaining Unit covered by this Agreement whether or not their names appear on the Union check-off list.

Section 3. As shall be determined jointly from time to time by the Board of Trustees of this Fund, the Board of Trustees of the Health and Welfare Fund (See Article 15), and the Board of Trustees of Plumbers' & Pipefitters' Local No. 562 Supplemental Pension Plan and Trust, future Employer payments or contributions to this Fund shall be increased or decreased as deemed necessary to maintain and administer the three Funds. Provided, however contributions into the Board of Trustees of Plumbers' & Pipefitters' Local No. 562 Supplemental Pension Plan and Trust and Pension Trust plus contributions into the Health and Welfare Trust shall always equal the amount during the designated periods of time as stated in "Schedule A."

The contribution rates for the Welfare, Pension, and Supplemental Pension Funds shall apply only to Secured Employers. Secured Employers are those Employers who have posted and maintained the Surety Bond, A Cash Deposit, or Irrevocable Letter of Credit, as required by Section 4 of this Agreement. In recognition of the increased risk and administrative costs sustained by the aforementioned Funds, whenever an Employer fails to obtain or maintain the required Surety Bond, Cash Deposit, or Irrevocable Letter of Credit, effective the date of approval of this Agreement, the principal contributory rates per hour for any such Employer to the Welfare, Pension or Supplemental Pension Funds shall be 10% greater than the rates applicable to Secured Employers, rounded up to the next cent. This additional 10% shall inure to the benefit of the Funds generally and shall not be credited to the account of any particular participant. Any liquidated damages owed by an Unsecured Employer shall be computed based on the higher principal rates applicable to Unsecured Employers. Prior to being required to contribute at the rate applicable for Unsecured Employers, the Employer shall be given sixty (60) days advance notice by the Trustees or their representative(s). It is intended, understood, and agreed that should any tribunal determine that the higher contributory rates applicable to Unsecured Employers are for any reason unenforceable then such Unsecured Employers shall remain liable for the contributions at the rates prescribed for Secured Employers.

Section 4. The Union shall not furnish plumbers or pipefitters to any Employer, unless such Employer has previously delivered to the Administrator of the Funds security for the timely and full payment of all Fringe Benefit contributions provided for under this Agreement. Security shall be kept in full force and effect for the entire term of this Agreement unless the Employer ceases to perform any work under this Agreement. This security in the discretion of the Employer shall be in one of the following three (3) forms:

(A) A corporate surety bond issued by an insurance company duly licensed to do a surety business in the State of Missouri in which the Plumbers' & Pipefitters' Welfare Educational Fund, the Plumbers' & Pipefitters' Pension Fund, the Supplemental Pension Trust and Plumbers' & Pipefitters' Local Union No. 562, the Mechanical Contractors Association of Eastern Missouri, Inc., and the Plumbing Industry Council, (Industry Benefit Fund) are the obligees conditioned on the full and timely reporting

and paying of Fringe Benefit Funds contributions and in the following principal amounts based upon the maximum bargaining unit employees employed or to be employed in any regular payroll period for the ensuing year.

1. 1 -5 employees \$15,000.00
2. 6 -10 employees \$30,000.00
3. 11 -15 employees \$45,000.00
4. 16- 25 employees \$75,000.00
5. 26 -50 employees \$150,000.00
6. over 51 employees \$375,000.00

(B) A cash deposit to the funds to be in the same principal amount as provided for by the surety bond-in the name of and for the benefit of the Welfare Educational Fund. The Executive Director of the Welfare Educational Fund shall be empowered to withdraw from the account amounts sufficient to cover any delinquent contributions.

(C) An Irrevocable Letter of Credit in the same amount and for the same terms as the aforesaid from a commercial bank in a form satisfactory to the Trustees.

It is understood and agreed that the failure of an employer to submit a bond or Irrevocable Letter of Credit as provided in this Agreement constitutes irreparable harm to the Union and the Funds. The Employer agrees that it will not perform work within the jurisdiction of these Articles of Agreement at any time during which time it is in breach of the provisions of Article 15, and it is further understood and agreed that the Union and/or the Trustees are entitled to injunctive relief obligating the employer to perform no work within the jurisdiction of these Articles of Agreement until such time as the Employer has submitted the required bond or Irrevocable Letter of Credit.

An employer's number of employees shall be determined by considering the average number of employees listed on the employer's monthly reports for the preceding twelve (12) month period starting July 1, through June 30. If an employer has failed to submit timely and/or accurate reports, then the Trustees shall have the authority to make a reasonable estimate of the average number of employees and set the amount of that employer's bond accordingly.

The principal amount of the security under (A), (B), or (C) shall be adjusted, as required, in order to reflect current employment for each such Employer.

Any Employer, who receives notice from the Trustees to post security or to increase the amount of security posted, shall do so not later than thirty (30) days after receipt of such notice.

Upon any delinquency being disclosed as to any Employer in the Fund Administrator's monthly report the following shall occur:

UNION ACTION: Immediately upon receipt of the monthly delinquency report the Union shall give to each Employer whose payment or other required conduct is delinquent as such delinquency is defined in this Section 4, notice of its delinquencies by Certified Mail, Return Receipt Requested. A copy of each such notice shall also be mailed to the Trustees. Such notice shall state the fact that the Union believes such Employer is delinquent and the reason(s) therefore, and shall further state that unless such delinquencies, together with all liquidated damages provided herein, are paid and remedied within five (5) working days of Employer's receipt of said notification, then notwithstanding any other provisions of this Agreement, the Union shall remove all employees covered by this Agreement from the Employer and the Union shall have the right to picket, publicize, or exercise any other economic sanction available to it. Such removal of employees and resulting cessation of work by employees covered by this Agreement may continue until the Executive Director of the Fund verifies that there are no monies owed to the Fund by such Employer, and that such Employer has provided the full security required by this Section 4, or that a settlement approved by the Trustees has been agreed upon in writing; provided, however, that the Union shall not be required to remove such employees or to continue such removal of employees from such delinquent Employer where the Union certifies in writing to the Trustees reasons (1) why it would be imprudent or unreasonable to do so and (2) why such action would jeopardize the prompt collection of the monies due the Fund or the Employer's taking the other delinquent action as required by this Section 4.

The Administrator shall forthwith notify the surety of the Employer's default and demand indemnification from the surety in compliance with the terms of the bond or, in the event alternate security has been posted by the Delinquent Employer, take all appropriate action to redeem that security to the extent of the Funds' entitlement.

Notice of the foregoing actions and the results thereof shall be promptly given by the Union and the Fund Administrators to each Fund Trustee.

These actions shall be in addition to and not to the exclusion of any other actions and remedies available to the funds, the Union and the Association under applicable law.

The Trustees are empowered to implement a "stamp" program if this bonding procedure does not result in improved collections.

Payments Due: Prompt payments into the Plumbers' & Pipefitters' Local Union No.562 Pension Fund and the Supplemental Pension Plan and Trust are imperative in order to provide for orderly administration of the Fund assets, prompt payment of obligations of



the Fund, and satisfaction of the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Unless otherwise directed by the Trustees in writing, payments to the Fund from each Employer shall be due and payable on the fifteenth (15th) calendar day of each month for the hours worked through the last day of the final pay period of each month. Payment into the Fund must be postmarked on or before the fifteenth (15<sup>th</sup>) calendar day or such other date as the Trustees may direct in writing and must include full payment for all hours worked in the month reported.

Reports: Each Employer agrees to furnish the Trustees a monthly report in a form to be determined from time to time by the Trustees, providing the names, time worked, and other relevant information for all employees covered by this Agreement. If the Employer has no employees covered by this Agreement working during any month, a reporting form for that month so stating shall be filed within the above time limits. In case any Employer shall forward a single check or other instrument covering payments to more than one Fund, each such Trust Fund shall have an interest in the Employer remittance in the amount shown on the monthly report forms based on the fringe benefit breakdown as being due to that Trust Fund.

The Fund shall be entitled to presume that the records of Plumbers and Pipefitters Local Union No.562 concerning the identity of the employer and the dates of employment are correct.

If a contributing Employer fails to submit timely or complete notice of the union members employed and the hours each member works, the Fund may presume that each union member who works for any such Employer during any calendar week (as shown by the Union records) was employed for forty (40) hours during each such week, and to assess and collect contributions based on this presumption.

Any contributing Employer may, in writing, request a hearing on whether any employee was in fact so employed for forty (40) hours during any given week. At such a hearing, the burden of proof shall be upon the contributing Employer. The Trustees shall have complete discretion to determine what evidence shall be sufficient to overcome the presumption.

Audits: The Employer agrees that the Trustees of the Fund shall have the right to verify the accuracy of reports and contributions made by the Employer, by having their respective employees, agents, representatives, attorneys, or accountants audit and examine during the Employer's regular business hours the Employer's weekly payroll journal, individual earnings records of the employees, copy of Federal payroll tax return (blanking out earnings data, but not names, for employees not working under this Agreement) and other payroll records as may be necessary to allow such examiner to determine whether the Employer is making and has made full and complete reports and contributions as required by this Agreement. Failure to

cooperate in such an audit by providing reasonable access to such books and records and answering reasonable inquires shall constitute a delinquency hereunder.

**Delinquencies:**

Any Employer who fails to make full and/or timely payment(s) to the Funds or fails to submit accurate reports in such time as the Funds require shall be deemed delinquent. A delinquent Employer shall be liable for unpaid contributions, interest on the unpaid contributions at seven per cent (7%), liquidated damages on unpaid contributions of twenty per cent (20%), costs incurred by the Funds in collecting the delinquent contributions or enforcing the Funds right to receive timely and accurate reports and reasonable attorney fees. The Employer agrees that "reasonable" attorney fees means such hourly fee rate charged the Funds by Counsel in representing the Funds, at any stage, in enforcing the obligation of the Employer under this contract and the Employee Retirement Security Act to make contributions and submit timely accurate reports.

Any Employer that is delinquent in reports or contributions shall, thirty (30) days after such delinquency becomes known to the Union, be required to pay contributions to the Funds at a rate \$2.00 per hour above that required before the delinquency. This rate will remain in effect until the Employer has submitted all reports and made all required contributions. Should an Employer enter into an arrangement satisfactory to the Executive Director or have entered into a Consent Judgment with the Funds calling for payments to the Fund and remains in compliance with any agreement with the Fund office or a consent judgment, then the Employer shall be relieved of the obligation to pay an additional \$2.00 per hour.

**Monthly Delinquency Report:** On the first working day after the twenty-eighth (28<sup>th</sup>) day of each month, the Executive Director of the Fund shall furnish the Union and the Trustees (with copy to the Mechanical Contractors Association of Eastern Missouri, Inc., and the Plumbing Industry Council) a list of each Employer's contributions to the Fund, the date such contributions was received, and the amount received and hours contributed for, together with a listing of each Employer from whom reports and/or payments have not been received that month.

**Repeated Delinquencies:** In the event of repeated delinquency by the same Employer, the Trustees may, by written notice, require the Employer to make advance deposits, or contributions on an accelerated basis. For example, monthly payments may be required by the fifth (5th) day following the end of the month or by the end of each week and in cash delivered to a bank or other place designated by the Trustees.

**All Rights Reserved:** All the rights granted herein to the Trustees or to the Union with respect to enforcement of obligations to the Trust Funds or in any of the Trust Agreements, are cumulative, and the exercise of or failure to exercise anyone or more of them shall not be deemed a waiver of authority to exercise any other rights. The

acceptance of any contributions from any Employer shall not release or discharge it from the obligation to contribute for all hours worked under this Agreement for which no contribution has actually been received notwithstanding any statement, restriction or qualification appearing on any check from such Employer or other source. Any Employer whose payments to the Fund are delinquent at the inception date of this Agreement shall be governed, as to such existing delinquencies only, by the provisions of the Collective Bargaining Contract in existence when such delinquency arose.

#### ARTICLE 17A INDUSTRY BENEFIT FUND, MCA of EASTERN MISSOURI

Section 1 The parties to this Agreement recognize that the past concerted efforts and activities of Employers in this industry have been of benefit to both Management and Labor. Those efforts and activities have done much to eliminate undesirable industry conditions, have tended to stabilize labor costs, have contributed to maximum employment under fair conditions, have kept labor strife at a minimum, and have established the means whereby Management and Labor can work out their problems with honor and dignity.

Section 2 The parties likewise recognize the need for a continuance of such efforts and activities, as described in Article 17 Section 1, with adequate funds to carry on the various undertakings which will further benefit the Union Mechanical Industry as directed by the Mechanical Contractors of Eastern Missouri, Inc. Executive Director and its Board of Directors. These undertakings include but are not limited to the following:

- a) Educational programs designed to inform and instruct industry Employers and their employees on the aspects, phases and problems of their business, including the scope of work which has traditionally been the work of the United Association for which they shall endeavor to pursue.
- b) Educational programs relating to the assignment of work in ways which will tend to eliminate jurisdictional disputes, including the value of pre-job conferences as a means of providing against jurisdictional disputes. Furthermore, the Association will work with the Union to help facilitate the use of pre-job conferences as a means of protecting and growing the market share of the Union Mechanical Industry.
- c) To foster and promote compliance with all laws, regulations, ordinances and orders concerning affirmative action and equal opportunity for employment.
- d) Programs designed to educate and instruct industry Employers and their employees on how to promote industry betterment and positive industry public relations.

e) Programs designed to encourage harmony between management and labor and further, to ensure the maximum employment for persons working as employees of industry Employers.

f) To address issues of concern to the union mechanical industry, including but not limited to labor relations, business practices, legislation, codes, industry standards, requirements, laws and regulations affecting the union mechanical industry, job site safety, and provision of contract documents.

g) To engage in public relations programs designed to create a better public understanding of the union mechanical industry and to encourage greater use of the union mechanical industry's services by owners and construction service purchasers for the benefit of the general public.

h) To promote safety in the union mechanical industry by developing programs and activities directed at improving federal, state and local regulations and other technical and safety programs having as their objective the safe, adequate and improved quality of union mechanical construction for the contractors and employees covered by this Agreement.

Section 3 Mechanical Contractors of Eastern Missouri, Inc., in order to provide for the funds which are needed to pursue the object and purpose of the above-mentioned organization, each and every Employer signatory to this Agreement shall pay and contribute to the Mechanical Contractors of Eastern Missouri, Inc., a sum equal to one percent (1%) of the Journeyman wage per hour (with the \$0.05 being dedicated to fund the Drug Testing and Safety Training program for employees covered under this Agreement) for each and every hour worked by each and every pipefitter employee working under this collective bargaining agreement from July 1, 2010 through June 30, 2015. The prompt payment of the contributions provided for in Article 17 B, Section 3 is essential for the continued and efficient operation of the Mechanical Contractors of Eastern Missouri, Inc., Industry Benefit Fund. Any Employer(s) who fails to make such payments shall be liable for the amount of such contributions owed plus an interest rate of 18% per annum on those contributions not remitted in a timely fashion plus the cost and expenses of collection, including attorney's fees, which shall in no event be less than \$50.00 for each delinquent monthly contribution.

Section 4 In the spirit of cooperation the parties signatory to this Agreement express trust and understanding that we are working together to promote the Union Mechanical Industry and its continued growth. This cooperation will facilitate the continuing employment of the pipefitter members of the Local Union No. 562. The parties subsequently agree to meet periodically to review the ongoing efforts and programs of both parties that further benefit the union mechanical industry. The



1848 parties further agree to be open and honest in their dealings with each other and agree  
1849 to share information on all ongoing activities designed to better the Union Mechanical  
1850 Industry. Each party also recognizes the various strengths of each organization and  
1851 agree to work together at all times on industry issues either jointly or when necessary  
1852 separately depending on what actions are needed to best achieve the greater good for  
1853 the union mechanical industry.

1854  
1855 Section 5 The Association agrees that it shall not promote, aid or assist any non-  
1856 union or anti-union program or activity, particularly any activity which undermines the  
1857 traditional jurisdiction of the UA or Local Union No. 562.

1858  
1859 ARTICLE 17B INDUSTRY BENEFIT FUND, PLUMBING INDUSTRY COUNCIL  
1860  
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1862  
1863  
1864

1865 Section 1 The parties to this Agreement recognize that the past concerted efforts  
1866 and activities of Employers in this industry have been of benefit to both Management  
1867 and Labor. Those efforts and activities have done much to eliminate undesirable  
1868 industry conditions, have tended to stabilize labor costs, have contributed to maximum  
1869 employment under fair conditions, have kept labor strife at a minimum, and have  
1870 established the means whereby Management and Labor can work out their problems  
1871 with honor and dignity.

1872  
1873 Section 2 The parties likewise recognize the need for a continuance of such efforts  
1874 and activities, as described in Article 17 Section 1, with adequate funds to carry on the  
1875 various undertakings which will further benefit the Union Plumbing Industry as directed  
1876 by the Plumbing Industry Council Executive Vice President and its Board of Directors.  
1877 These undertakings include but are not limited to the following:

1878  
1879 a) Educational programs designed to inform and instruct industry Employers and  
1880 their employees on the aspects, phases and problems of their business, including the  
1881 scope of work which has traditionally been the work of the United Association for which  
1882 they shall endeavor to pursue.

1883  
1884 b) Educational programs relating to the assignment of work in ways which will tend  
1885 to eliminate jurisdictional disputes, including the value of pre-job conferences as a  
1886 means of providing against jurisdictional disputes. Furthermore, the Association will  
1887 work with the Union to help facilitate the use of pre-job conferences as a means of  
1888 protecting and growing the market share of the union plumbing industry.

1889  
1890 c) To foster and promote compliance with all laws, regulations, ordinances and  
1891 orders concerning affirmative action and equal opportunity for employment.



d) Programs designed to educate and instruct industry Employers and their employees on how to promote industry betterment and positive industry public relations.

e) Programs designed to encourage harmony between Management and Labor and further, to ensure the maximum employment for persons working as employees of industry Employers.

f) To address issues of concern to the union plumbing industry, including but not limited to labor relations, business practices, legislation, codes, industry standards, requirements, laws and regulations affecting the union plumbing industry, job site safety, and provision of contract documents.

g) To engage in public relations programs designed to create a better public understanding of the union plumbing industry and to encourage greater use of the union plumbing industry's services by owners and construction service purchasers for the benefit of the general public.

h) To promote safety in the union plumbing industry by developing programs and activities directed at improving federal, state and local regulations and other technical and safety programs having as their objective the safe, adequate and improved quality of union plumbing construction for the contractors and employees covered by this Agreement.

Section 3 Plumbing Industry Council, in order to provide for the funds which are needed to pursue the object and purpose of the above-mentioned organization, each and every Employer signatory to this agreement shall pay and contribute to the Plumbing Industry Council a sum equal to one percent (1%) of the Journeyman wage plus \$0.05 per hour (with the \$0.05 being dedicated to fund the Drug Testing and Safety Training program for employees covered under this Agreement) for each and every hour worked by each and every plumber employee working under this Collective Bargaining Agreement from July 1, 2010 through June 30, 2015. The prompt payment of the contributions provided for in Article 17 B, Section 3 is essential for the continued and efficient operation of the Plumbing Industry Council Industry Fund. Any Employer who fails to make such payments shall be liable for the amount of such contributions owed plus an interest rate of 18% per annum on those contributions not remitted in a timely fashion plus the cost and expenses of collection, including attorney's fees, which shall in no event be less than \$50.00 for each delinquent monthly contribution.

Section 4 In the spirit of cooperation the parties signatory to this agreement express trust and understanding that we are working together to promote the Union Plumbing Industry and its continued growth. This cooperation will facilitate the

continuing employment of the plumber members of the Local Union No. 562. The parties subsequently agree to meet periodically to review the ongoing efforts and programs of both parties that further benefit the Union Plumbing Industry. The parties further agree to be open and honest in their dealings with each other and agree to share information on all ongoing activities designed to better the union plumbing industry. Each party also recognizes the various strengths of each organization and agree to work together at all times on industry issues either jointly or when necessary separately depending on what actions are needed to best achieve the greater good for the union plumbing industry.

Section 5: The Association agrees that it shall not promote, aid or assist any non-union or anti-union program or activity, particularly any activity which undermines the traditional jurisdiction of the UA or Local Union No. 562.

#### ARTICLE 18. GRIEVANCES AND ARBITRATION

##### Section 1. Industrial Relations Council

In the event the Association and the Union, or any Employers (not members of the Association) are unable to resolve a dispute on any issue except collective bargaining over wages, hours, and working conditions, then the parties to such dispute, shall submit said dispute for final and binding decision to the Industrial Relations Council for the Plumbing and Pipefitting Industry and further agree that in such event, all terms and conditions of these Articles of Agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council.

Section 2. All jurisdictional disputes, between or among building construction trades unions and employees party to this Agreement shall be settled and adjusted according to the present plan established by the Building Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final and conclusive on the employers and unions.

#### ARTICLE 19. STRIKES, LOCKOUT AND VIOLATIONS OF CONTRACT

Section 1. Except under the circumstances provided for in Section 2 of this Article, there shall be neither strike, picketing nor lockout during the term of this Agreement. Instead, all disputes shall be resolved or determined in the manner specified in Article 18.

Section 2. Should any Employer(s) violate any of the terms or provisions of Articles 13, 15, 16, or 17, the Union shall be free to forthwith strike and/or picket said

Employer(s), anything to the contrary in this Agreement notwithstanding.

#### ARTICLE 20. LABOR-MANAGEMENT COMMITTEES

It is the desire and intention of the parties to establish and maintain separate Labor-Management Committees with the Local Union No. 562, Mechanical Contractors Association of Eastern Missouri, Inc., and the Plumbing Industry Council, designed as bodies, which will meet from time to time and cooperate in the proper administration of this Agreement and in the various matters and things, which affect the industry and the welfare of both employees and employers. The parties to this Agreement shall, therefore, designate Joint Committees and instruct them to function for these purposes.

#### ARTICLE 21. SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity. The remainder of this Agreement or the application of any article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted shall not be affected thereby. In the event that any article or section is held invalid or enforcement of or compliance with it has been restricted as above set forth parties affected thereby shall enter into an immediate collective bargaining session upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

#### ARTICLE 22. DURATION OF CONTRACT

Section 1. This Agreement shall be and become effective as of the 1st day of July 2010, and shall remain in full force and effect through the 30<sup>th</sup> day of June 2015, and each year thereafter, unless written notice of termination or desired modifications is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

Section 2. Re-opener Clause

At least three (3) months prior to January 1<sup>st</sup>, 2013, either party may request of the other in writing, reopening of the Contract for economic issues regarding the fringes only.

All parties to this Contract will be bound by any and all agreements made in the process of reopening negotiations and subsequent decisions.

Section 3. In the event of impasse, the parties will submit to the Industrial Relations Council for arbitration and final decision.

In no event will any strike, lockout, slowdown or similar job action take place prior to, during, or as a result of the reopening of the Contract as described above.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring the same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications.
2. Notify the Federal Mediation and Conciliation Service, within thirty (30) days, if required by law, after such notice of the existence of a dispute, and simultaneously therewith notify any State Agency established to mediate disputes within the State, provided no agreement has been reached by that time.
3. Continue in full force and effect, without resorting to strike or lock-out, all the terms and conditions of this Agreement for a period of sixty (60) days after such notice is given or until the expiration date of this contract, whichever occurs later.

In the process of bargaining in good faith for a new contract, or a contract containing desired modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this Agreement legally terminates and in order to provide for their duties and obligations for the period of time between the termination date of this contract and the date upon which they conclude a new contract, or one containing the desired modifications it is understood and agreed as follows:

1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until

2068 either or both parties conclude that it is not probable that further negotiations  
2069 will result in an agreement.

- 2070
- 2071 2. All of the terms and provisions of this Contract shall be continued in full force  
2072 and effect and extended from the termination date hereof to such time as  
2073 the parties either enter into a new agreement, or agreement containing the  
2074 desired modifications, or terminate further negotiations in the manner above  
2075 mentioned.
- 2076
- 2077 3. Should the parties reach an agreement upon the terms and provisions of a  
2078 new contract, or a contract containing the desired modifications, at a time  
2079 subsequent to the termination date of this contract, then in such event, all of  
2080 the terms, and provisions of the new contract, or the contract containing the  
2081 desired modifications, shall be made retroactive to the termination date of  
2082 this contract.
- 2083
- 2084

2085 ARTICLE 23. JURISDICTION OF WORK

2086 The following is the jurisdiction of work of the United Association of Journeymen and  
2087 Apprentices of the Plumbing and Pipe Fitting Industry of the United States and  
2088 Canada:  
2089

- 2090
- 2091 1. All piping for plumbing, water, waste, floor drains, drain gates, supply, leader, soil pipe,  
2092 grease traps, sewage and vent lines.
- 2093
- 2094 2. All piping for water filters, water softeners, water meters and the setting of same.
- 2095
- 2096 3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers,  
2097 ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display  
2098 fountains, drinking fountains, aquariums, plumbing fixtures and appliances, including  
2099 the installation of membranes of any and all materials, and the handling and setting of  
2100 the above mentioned equipment.
- 2101
- 2102 4. All water services from mains to buildings, including water meters and water meter  
2103 foundations.
- 2104
- 2105 5. All water mains from whatever source, including branches and fire hydrants, etc.
- 2106
- 2107 6. All down spouts and drainage areas, soil pipes, catch basins, manholes, drains, gravel  
2108 basins, storm water sewer, septic tanks, cesspools, water storage tanks, all grey water  
2109 and/or rain water piping and receptors, etc.
- 2110
- 2111 7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and



2112 washrooms, shower stalls, etc.

2113  
2114 8. All bathrooms, toilet room and shower room accessories, i.e., towel racks, paper  
2115 holders, glass shelves, hooks, mirrors, cabinets, and the backing for such items and  
2116 others, etc.

2117  
2118 9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

2119  
2120 10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks  
2121 or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

2122  
2123 11. All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire  
2124 hoses, cabinets and accessories, and all piping for sprinkler work of every description.

2125  
2126 12. All block tin coils and carbonic gas piping, for soda fountains and bars, including  
2127 but not limited to conduits and race-ways for these and for refrigeration, pneumatic, and  
2128 pneumatic instrumentation systems, etc.

2129  
2130 13. All piping for railing work, and racks of every description, whether screwed or welded.

2131  
2132 14. All piping for pneumatic vacuum cleaning systems of every description.

2133  
2134 15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in  
2135 connection with railway cars, railway motor cars and railway locomotives.

2136  
2137 16. All marine piping, and all piping used in connection with shipbuilding and shipyards.

2138  
2139 17. All power plant piping of every description.

2140  
2141 18. The handling, assembling, and erecting, of all economizers, super-heaters, regardless  
2142 of the mode or method of making joints, hangers, and erection of same.

2143  
2144 19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs,  
2145 water backs, and water grates, boiler compound equipment, etc.

2146  
2147 20. All soot blowers and soot collecting piping systems, air horns, all support steel and/or  
2148 hangers, including any and all demolition related to same.

2149  
2150 21. The setting erecting, and piping, for all smoke consuming and smoke washing and  
2151 regulating devices.

2152  
2153 22. The setting, erecting and piping of instruments, measuring devices, thermostatic  
2154 controls, gauge boards, and other controls used in connection with power, heating,  
2155 refrigerating, air conditioning, manufacturing, mining, and industrial work.

- 2156  
2157 23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners,  
2158 purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in  
2159 power houses, distributing and boosting stations, refrigeration, bottling, distilling and  
2160 brewing plants, heating, ventilating and air- conditioning systems.  
2161  
2162 24. All piping, pre-fabricated head-walls, cabinets, ceiling modules and support steel for  
2163 artificial gases, natural gases, and holders and equipment for same chemicals, minerals  
2164 and by-products and refining of same, for any and all purposes.  
2165  
2166 25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas,  
2167 oil, power fuel, hot and cold air piping, and all accessories and parts of burners and  
2168 stokers, etc.  
2169  
2170 26. All ash collecting and conveyor piping systems, including all air washing and dust  
2171 collecting piping and equipment, accessories and appurtenances and regulating devices,  
2172 etc.  
2173  
2174 27. The setting and erecting of all oil heaters, oil coolers, storage and distribution tanks,  
2175 transfer pumps, and mixing devices, and piping thereto of every description.  
2176  
2177 28. The setting erecting and piping of all cooling units, pumps, reclaiming systems, and  
2178 appurtenances, in connection with transformers, and piping to switches of every  
2179 description.  
2180  
2181 29. All fire extinguishing systems and piping, whether by water, steam, gas, or chemical, fire  
2182 alarm piping, and control tubing, etc.  
2183  
2184 30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of  
2185 every description, and laundries for all purposes.  
2186  
2187 31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems,  
2188 air and hydraulic lifts, and/or vehicle lifts, etc.  
2189  
2190 32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals,  
2191 or any other method.  
2192  
2193 33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling,  
2194 heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating,  
2195 by any method, and the charging and testing, servicing of all work after completion.  
2196  
2197 34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air,  
2198 steam, water, or any other method.  
2199

- 2200 35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil  
2201 burners, stokers and boilers, and cooking utensils, etc., of every description.  
2202
- 2203 36. All piping in connection with central distributing filtration treatment stations boosting  
2204 stations, waste and sewage disposal plants, central chlorination and chemical treatment  
2205 work, and all under- ground supply lines to cooling wells, suction basins, filter basins,  
2206 settling basins, aeration basins, and odor control systems.  
2207
- 2208 37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every  
2209 character and description.  
2210
- 2211 38. All air piping of every description.  
2212
- 2213 39. All temporary piping of every description in connection with building and construction  
2214 work, excavating and underground construction.  
2215
- 2216 40. The laying out and cutting of all holes, chases and channels, the setting and erection of  
2217 bolts, inserts, strands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes  
2218 used in connection with pipe fitting industry.  
2219
- 2220 41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching  
2221 of all boiler trimmings.  
2222
- 2223 42. All pipe transportation lines for gas, oil, burning, soldered and wiped joints, caulked joints,  
2224 expanded joints, rolled joints, or any other mode or method of making joints in connection  
2225 with the plumbing and pipefitting industry.  
2226
- 2227 43. All acetylene and arc welding, brazing, lead gasoline, fluids and liquids, water aqueducts,  
2228 and water lines, and booster stations of every description.  
2229
- 2230 44. Laying out, cutting, bending and fabricating of all pipe work of every description, by  
2231 whatever mode or method.  
2232
- 2233 45. All methods of stress relieving of all pipe joints made by every mode or method, including  
2234 but not limited to all devices that use any fluid as a means of transferring heat.  
2235
- 2236 46. The assembling and erecting of tanks, whether positive, negative, or neutral pressure,  
2237 used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts,  
2238 packed, or welded joints.  
2239
- 2240 47. The handling and using of all tools and equipment that may be necessary for the erection  
2241 and installation of all work and materials used in the pipefitting industry.  
2242
- 2243 48. The operation, maintenance, repairing, servicing and dismantling of all work installed by

2244 journeymen members of the United Association.

2245

2246

2247 49. All piping for cataracts, cascades, (i.e., artificial water falls), make-up water fountain,  
2248 captured waters, water towers, cooling towers, and spray ponds, used for industrial,  
2249 manufacturing, commercial, or for any other purposes.

2250

2251 50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood,  
2252 or any other kind of material, or product manufactured into pipe, usable in the pipefitting  
2253 industry, regardless of size or shape.

2254

2255

2255 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,  
2256 this \_\_\_\_ day of \_\_\_\_\_, 2010.  
2257

2258 LOCAL UNION NO.562, affiliated with the United Association of Journeymen  
2259 and Apprentices of the Plumbing and Pipe Fitting Industry of the United States  
2260 and Canada, AFL-CIO  
2261  
2262  
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2264  
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2266

\_\_\_\_\_  
Patrick H. Kellett  
Business  
Manager/Secretary-  
Treasurer  
Plumbers & Pipefitters  
Local Union #562

\_\_\_\_\_  
Mark Trojahn  
President  
Plumbing Industry  
Council

\_\_\_\_\_  
Jon L. Danuser  
President  
Mechanical  
Contractors  
Association of  
Eastern Missouri,  
Inc.

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**Employer**

In consideration of benefits to be derived and other good and valuable consideration, the undersigned Employer, although not a member of the MECHANICAL CONTRACTORS ASSOCIATION OF EASTERN, MO., INC., or the PLUMBING INDUSTRY COUNCIL, does hereby join in and with the Collective Bargaining Agreement heretofore made by said Association(s), and Local Union No.562, affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States, and Canada, AFL-CIO, both of St. Louis, Missouri, and does subscribe to and adopt the Declarations of Trust made between the same parties and referred to in said Agreements, and agrees to be bound thereby and by any amendments thereto, and agrees to make contributions as required therein; and authorized the said parties to name Trustees and Successor Trustees to administer said Funds, and hereby ratifies and accepts such Trustees and the terms and conditions of said trusts as fully and completely as if made by the undersigned.

**EMPLOYER**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PHONE NUMBER

2335  
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## APPENDIX P

### Appendix P1: Definition of Plumbing System

The plumbing system of a building or premise shall consist of all water main, water service from city main, supplies and distributing pipes of hot water, cold water, ice water, all temporary water, all private water systems, also all systems of piping for the purpose of conveying or distributing liquids in the preparation of new products intended for human consumption and piping for certain manufactured purposes, piping for all sanitary purposes, piping for gas, also for all fixtures, apparatus, appurtenances, components, irrigation systems, and devices thereto. The plumbing system shall also consist of fixtures and fixture traps, the soil drainage, the water drainage and vent system and house drain, the house sewer, the storm water drainage, the storm water leaders and downspouts, with their aperture, appurtenances, components and devices, liquid or water borne waste, all connections within or adjacent to the building or premises; the installation of all bathroom, toilet room, and plumbing accessories, towel racks, soap dispensers, tooth brush holders, glass shelves, paper holders, soap holders, grab rails, mirrors, purse shelves, shower and tub enclosures, etc. and necessary backing.

### Appendix P2: Water Main

A. Water main in private property job sites shall be unloaded, distributed and handled by plumbers, regardless of material or metal content, no matter how or where installed.

B. Water main in public streets and highways shall be installed in accordance with the following Memorandum of Agreement issued at Washington, D.C., January 23, 1941, by and between a committee representing the International Hod Carriers, Building and Common Laborers Union of America and a committee representing the United Association of Journeyman Plumbers and Steamfitters of the United States and Canada, to wit:

All of the leveling, caulking and making of all joints by any mode or method on water mains, gas, gasoline, and transportation lines is the work of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada (with the exception of work under compressed air). All the digging, breaking of concrete, backfilling, tamping, resurfacing, and paving of all ditches in preparation for the laying of all pipe and all of the unloading and distributing of pipe for said ditches shall be the work of the laborers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or non-metallic pipe and the making of joints for main and side sewers and drainage only, is the work of the

laborers.

In the event of any dispute arising between Local Unions of both International Unions over work not covered herein, it is understood and agreed that the said dispute will be referred to the General Presidents of both organizations for adjustment.

C. On any of the types of work provided and set forth in the foregoing Memorandum of Agreement, the crew sizes for work covered on these projects shall be established in accordance with Article 8, Section 5.

D. Water main used for uses other than conveying potable water under five (5) feet and beyond the building, shall be covered by this Section.

#### Appendix P3: Sewer Laterals

##### "Hutcheson Agreement"

The Union and Employer agree to abide and conform to the decisions of Referee W. L. Hutcheson, dated October 13, 1945, regarding sewer laterals, which said decision is as follows:

The work in dispute shall be done by, members of the United Association of Journeymen Plumbers and Steamfitters. (The aforesaid introductory paragraph to said decision having been rendered on October 13, 1945, prior to the enactment and effective date of Labor/Management Relations Act of 1947, the parties hereto mutually agree that the phrase "members of the United Association of Journeymen Plumbers and Steamfitters" shall for all purposes herein be amended and deemed to refer and apply to employees covered by this Agreement). In the opinion of the undersigned, acting as Referee, the decision rendered by Acting President Gray, was in conformity with the evidence submitted to me as Referee, and in no way comes under the agreement entered into between the two contending organizations as of January 23, 1941.

Therefore my decision is as follows: October 13, 1945

1. That the agreement dated January 23, 1941 between the International Hod Carriers, Building and Common Laborers Union of the United States and Canada. is a bonafide agreement between the two organizations, but should not be accepted by the Department until clarifying language is inserted therein giving the Bricklayers' International organization jurisdiction over work on sewers which they have hereto performed. Also, that there should be a clarification in reference to the unloading and distribution of pipe so that there would be no infringement upon the recognized jurisdiction of the Teamsters' International organization.



There should also be further clarification if any other organization presents evidence to show the agreement infringes upon their jurisdiction.

2. That the laying of lateral sewer pipe from the main sewer to the dwelling or from inside property line to dwelling is the work that should be done by or under the supervision of "members of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada." (Reference is again made to the intention of the parties hereto that is agreed between said parties that the phrase members of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada, " appearing immediately above, shall for all purposes herein be deemed to refer and apply to employees covered by this Agreement).

The parenthetical material appearing above at the end of the first and last paragraphs of said "Decision" does not appear in the original "Decision" issued by said Referee, but represents the intention of the parties of this Agreement dated January 1, 2000.

#### Appendix P4: Speculative Housing

##### Section 1. Wage Rate

The regular (or straight time) hourly scale of wages to be paid to Speculative Housing Members during the entire term and tenure of this Agreement shall be Two Dollars (\$2.00) less than the regular (or straight time) hourly scale of wages otherwise payable under this Agreement, in the Missouri counties of Warren, Franklin, Washington, Jefferson, and St. Charles, provided, however, that even when the Employer is engaged in and is performing plumbing work on such "Speculative Housing" in said designated counties of the State of Missouri, all other terms, provisions, sections, and Articles of Agreement shall be in force and effect and the Employer hereby agrees to comply therewith. The above wage reduction shall apply only to those employees who are designated by the Union as "Speculative Housing" members. All other employees shall receive the regular hourly scale of wages provided for in "Schedule A" of this Agreement, regardless of the counties in which their work is performed.

##### Section 2. Union Security

It is agreed by the Employer and the Union that, while the Employee is engaged in or is performing plumbing work on such "Speculative Housing" in said designated Counties of the State of Missouri, and when the Employer hires persons not already members of the Union to perform such plumbing work, the provision of Article 4, entitled "Union Security" of the Agreement shall be and is hereby amended by changing the word "Union," whenever the same now appears in said Article to the

words "Speculative Housing Division of Journeymen Plumbers & Pipefitters Local Union #562 of St. Louis, Missouri."

Section 3 Designating Other Counties

It is hereby agreed that a County or Counties in the state of Missouri, other than Warren, Franklin, Washington, Jefferson, and St. Charles Counties, shall be deemed to have been added to the "Speculative Housing" upon the Employer's receipt from the Union of written notice designating such additional County or Counties.

Section 4 Duration of Contract

The termination date of this Article shall be the same as that provided in Article 22, entitled "Duration of Contract" of the Agreement, and the same shall be automatically renewable in the same manner and with the same procedures as provided in said Article 22.

Section 5 Training Program

Employees performing "Speculative Housing" plumbing work or classified as "Speculative Housing" employees shall be required, as a condition of employment, to participate in, observe the rules of, and satisfactorily complete any "Speculative Housing" training program established by the Joint Apprenticeship and Training Committee. Failure of the employer to enforce this requirement shall constitute a violation of this Agreement.

Appendix: P5 Union Employment Securities (Plumbing Only)

The Union will man overtime on a 50/50 basis when there is unemployment on work where more than four (4) journeymen are scheduled. This clause pertains to scheduled overtime only.

Appendix: P6 No Lumping of Work by Employees

It is further agreed that employees covered by this Agreement shall not contract lump work, nor estimate work on their own time, provided, however, employees may perform plumbing on their own residences and residences of their immediate families if granted permission to do so by the Business Manager or his Representative.

Appendix: P7 Work Assignment / Manning Criteria

In assigning work, the following criteria should be used in determining manning requirements:

1. Weight of material to be installed
2. Depth or height of installation
3. Availability of powered equipment or specialized equipment for material handling
4. Hazardous working conditions, such as plant operations, heat, cold, wet, or slippery operating conditions of facility, potential hazards to others due to our work, etc.

If the contractor and the employee cannot agree as to appropriate crew size, the issue shall be referred to the Joint Labor Management Committees for review and resolution.

Disputes not agreeably resolved will be handled by the appropriate grievance procedure.

Appendix: P8      Residential Plumbing Only:

For contractors engaged in residential construction and/or service, the first employee will be a foreman. For every additional five (5) employees another foreman will be designated by the Employer.